

G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

H. COMMUNICATIONS :

1. Public Policy Brief – January 25, 2007
2. MEDA-Certified Business Park Program –February 21, 2007
3. CAPT-DART 2007 Meeting Dates
4. Department of State -Conditional Transfer Acknowledgement 2-16-07
5. WCSD Letter of Commendation 3-3-07

Page#5-29

I. REPORTS:

1. Department of Public Services- Ed Lobdell
November & December 2006 and January & February 2007
Page#31-37

2. Community Development Manager- Allison Bishop
Page#39

3. Board and Commission Reports
Main Street Bridge/Dam Meeting 2-27-07 update
Page#41-49

4. Subcommittee Reports
City Study Packet – March 7, 2007
Page#51-55

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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5. Village Manager Report

Page#57-58

6. President's Report

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of: **\$329,154.94**

Page#59-64

2. Consideration of: Request from the American Legion Post 557 to offer poppies on the sidewalks of Dexter – Friday, May 18 and Saturday, May 19th

Page#65-68

3. Consideration of: Request from the American Legion Post 557 for permission to host the 59th annual Memorial Day parade and festivities on May 28, 2007.

Page#65-68

4. Consideration of: Request from the Knights of Columbus to conduct this year's Tootsie Roll Drive on Friday, March 30th, Saturday, March 31st and Sunday, April 1st, 2007

Page69

5. Consideration of: Request for Conditional Approval from the Director of the DxA2 Run to conduct the Dexter Ann Arbor Run on Sunday, June 3, 2007

Page#71-75

K. OLD BUSINESS- Consideration and Discussion of:

1. Consideration of: 1981 Promulgation of Annexation Agreement
Scio Township Letter
Jim Seta Email
OHM Cost estimate updates

Page#77-88

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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L. NEW BUSINESS- Consideration and Discussion of:

1. Discussion of: Long Term Resolution of the Financial Stability of Gordon Hall
Page#87-88

2. Consideration of: Annual Membership in SEMCOG – 2007 Membership Dues \$880 and the 2007 Designed Management Agency Service Charge for the Water Quality Management Plan Membership Fee \$110
Page#89-97

3. Consideration of: Authorization to enter into “Consent to Entry on License” Agreement with the Dexter Community Schools
Page#99-102

4. Consideration of: Authorization to enter into a “Design Standard Engineering Service Agreement” with Jones & Henry Engineers, LTD and accept a Preliminary Scope of work not to exceed \$13,500
Page#103-120

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

O. ADJOURNMENT:

“This meeting is open to all members of the public under Michigan Open Meetings Act.”

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**DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, FEBRUARY 26, 2007**

AGENDA 3-12-07
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Seta in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL:

S. Keough J. Semifero J. Carson
D. Fisher P. Cousins
J. Seta R. Tell

C. APPROVAL OF THE MINUTES

Minutes of the Regular council meeting of February 12, 2007 as amended to exclude Mr. Carson and Mr. Boyle's comments under Council comments.

Motion Tell, support Fisher to approve the minutes as amended.

Ayes: Cousins, Fisher, Keough, Semifero, Tell, Carson, and Seta.

Nays: none

Motion carries

D. PREARRANGED PARTICIPATION

Huron Valley ambulance- Dale Berry CEO

DTE Government Representative- Paul Ganz

E. APPROVAL OF THE AGENDA

Motion Cousins, support Keough to approve the agenda as presented.

Ayes: Keough, Semifero, Tell, Carson, Fisher, Cousins, Seta.

Nays: none

Motion carries

F. PUBLIC HEARINGS

None

G. NON-ARRANGED PARTICIPATION:

1. Paul Buntin of Saline, candidate for Sheriff of Washtenaw County
2. Mark Ouimet, Washtenaw County Commissioner, explains the current situation regarding lawsuits about Sheriff staffing arrangements with outlying areas.

H. COMMUNICATIONS:

1. MML- Revenue Sharing Video & toolkit 2-15-07
2. Lima Township Board Meeting 3-12-07
3. Destination Ann Arbor 2-12-07

I. REPORTS

1. Board and Commission Reports- Library representative-Pat Cousins
2. Subcommittee Reports
Facilities Subcommittee Meeting 2-12-07

Seta, Dettling, Carson, and Lobdell
Midsummer completion for DPW Building
Village Hall options list forthcoming
3. Village Manager Report
 - i. Mrs. Dettling submits her report as per packet.
4. President's Report
 - i. CAP/DART meeting 2-19-07, Seta and Carson attending
 - ii. Parker Rd. extension, We're against it.
 - iii. Mr. Seta was subpoenaed last week re: lawsuits against the County/ police services
 - iv. Next Meeting with Scio re: annexation and 425 agreement 2-27-07

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$238,164.71
2. Consideration of: Dexter Criterium 2007, Michigan Championship Race Event Form Conditional approval

Motion Fisher, support Semifero to approve the consent agenda as presented..

Ayes: Semifero,Tell,Fisher,Carson,Cousins,Keough,Seta.

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Consideration of: 1981 Promulgation of annexation Agreement Summary Analysis Report.

Motion Cousins, support Fisher to postpone the consideration of the 1981 Promulgation agreement until next regular Council meeting pending further information and investigation.

Ayes: Tell,Carson,Cousins,Keough,Fisher,Semifero,and Seta.

Nays: none

Motion carries

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Council Rules Proposed Amendments

Motion Tell, support Carson to approve the Council Rules Proposed Amendments as presented.

Ayes: Carson,Cousins,Fisher,Keough,Semifero,Tell,and Seta.

Nays: none

Motion carries

2. Consideration of: Appointment of remaining members for the DDA Development Plan Citizen Advisory Committee.

Motion Semifero, support Fisher to approve the appointment of remaining members for the DDA Development Plan Citizen Advisory Committee.

Ayes: Cousins, Fisher, Keough, Semifero, Tell, Carson, and Seta.

Nays: none

Motion carries

M. COUNCIL COMMENTS

Tell	no
Fisher	no
Cousins	CAP/DART in violation of open meetings act , reps please handle
Boyle	no
Keough	no
Semifero	path for Metro parks to Warrior Creek Park, need resolution topic for next regular council meeting
Carson	no

N. NON-ARRANGED PARTICIPATION

Allen Green of 8368 Parkplace and the Parks Commission

Advocates pursuing a license agreement with Washtenaw County Parks Commission re: joining prospective park properties.

O. ADJOURNMENT

Motion Fisher, support Semifero to adjourn at 9:12
Unanimous voice vote

Respectfully submitted,

David F. Boyle
Clerk, Village of Dexter

Approved for Filing: _____

Public Policy Brief

January 25, 2007

Michigan Open Meeting Act Decision Tree

Bringing
Knowledge
to Life!

Kurt H. Schindler, County Extension Director, Land Use Team
schindl9@msu.edu

John Amrhein, State and Local Government Area of Expertise Team
amrhein@msu.edu

with help from Elizabeth Moore, Policy Education Specialist

This pamphlet is designed to help local officials and citizens answer the following two questions:

1. Is a body, organization, or other meeting subject to the Michigan Open Meeting Act?
2. If so, can part of that open meeting be closed to the public?

The flow chart, or decision tree, which starts on page two of this pamphlet, is based on P.A. 267 of 1976, as amended, (Michigan Open Meeting Act, M.C.L. 15.261 *et seq.*), Michigan Attorney General Opinions, and case law established by Michigan courts.

This is a decision tree. It can be used by starting with the question in the upper left box of page two. Answer each question as it applies to the meeting, group, or organization. To the right, bottom, and sometimes top, of the box is an answer in the form of "yes" or "no" with arrows (→, ↓, and ↑) leading one to the next box. Then answer the question in the next box, and so on. On page two, the boxes in the middle column contain additional information rather than a question.

Page two addresses the question if the meeting is subject to the Open Meeting Act. If it is, that means the meeting must be posted, (M.C.L. 12.264 and 15.265) and one must provide a subscription for mailing notices to those requesting them (M.C.L. 15.266), the meeting is held in a location available to the public (M.C.L. 15.263(1)), there is a public comment period provided for during the meeting (M.C.L. 15.263(5)), minutes of the meeting are taken (M.C.L. 15.269), and the draft of the minutes are available to the public within eight business days of the meeting (M.C.L. 15.269(3)).

Page three and four present a series of questions to determine if a particular agenda item can be discussed during a closed (to the public) portion of the public meeting.

There are some exceptions to the requirement that meetings comply with the Open Meeting Act (M.C.L. 15.263(7-11)). Those details are not covered in this pamphlet.

Michigan State University
Extension

Land Use Team

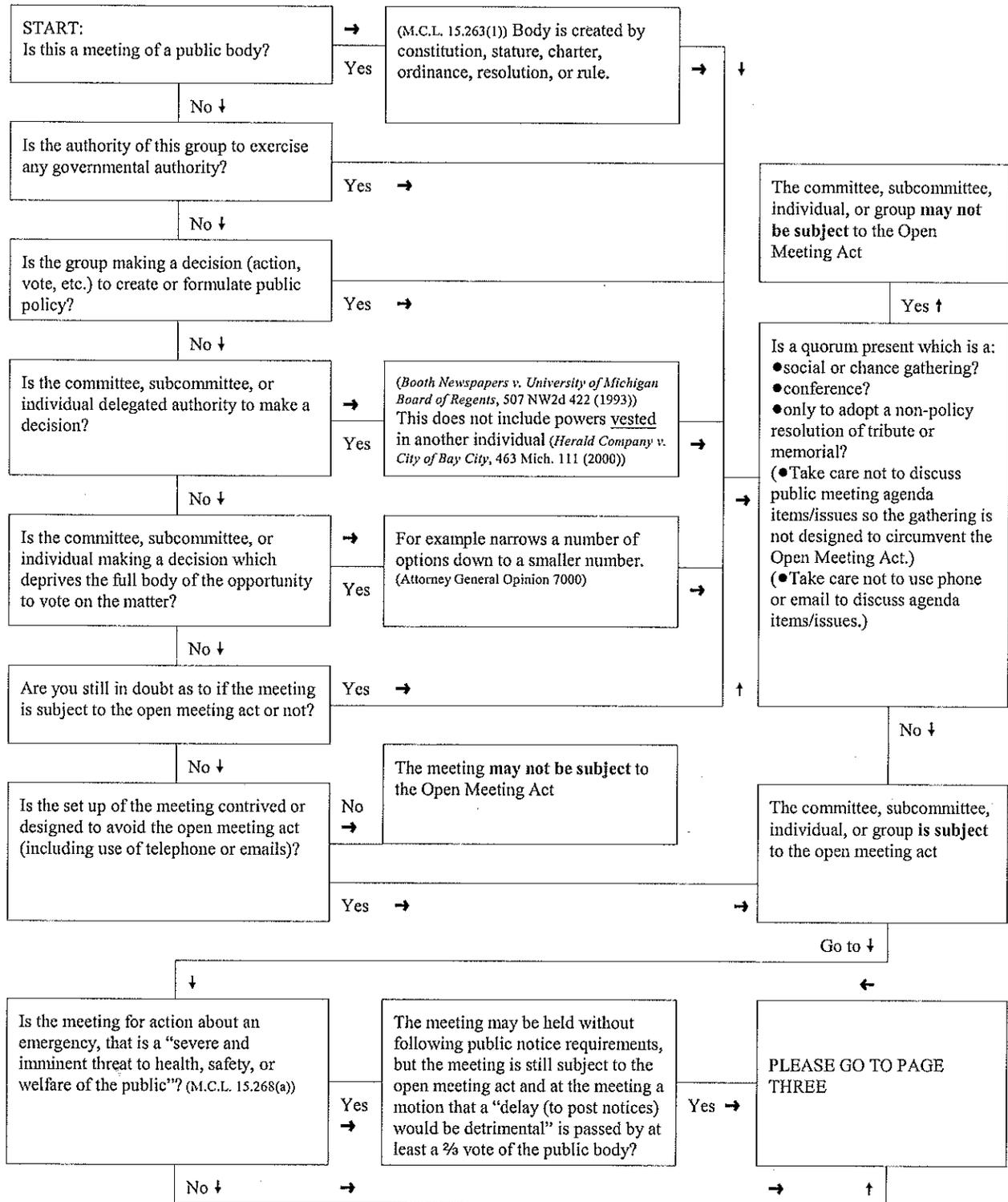
<http://ntweb11a.ais.msu.edu/luaoe/index.asp>

and State and Local Government
Area of Expertise Team

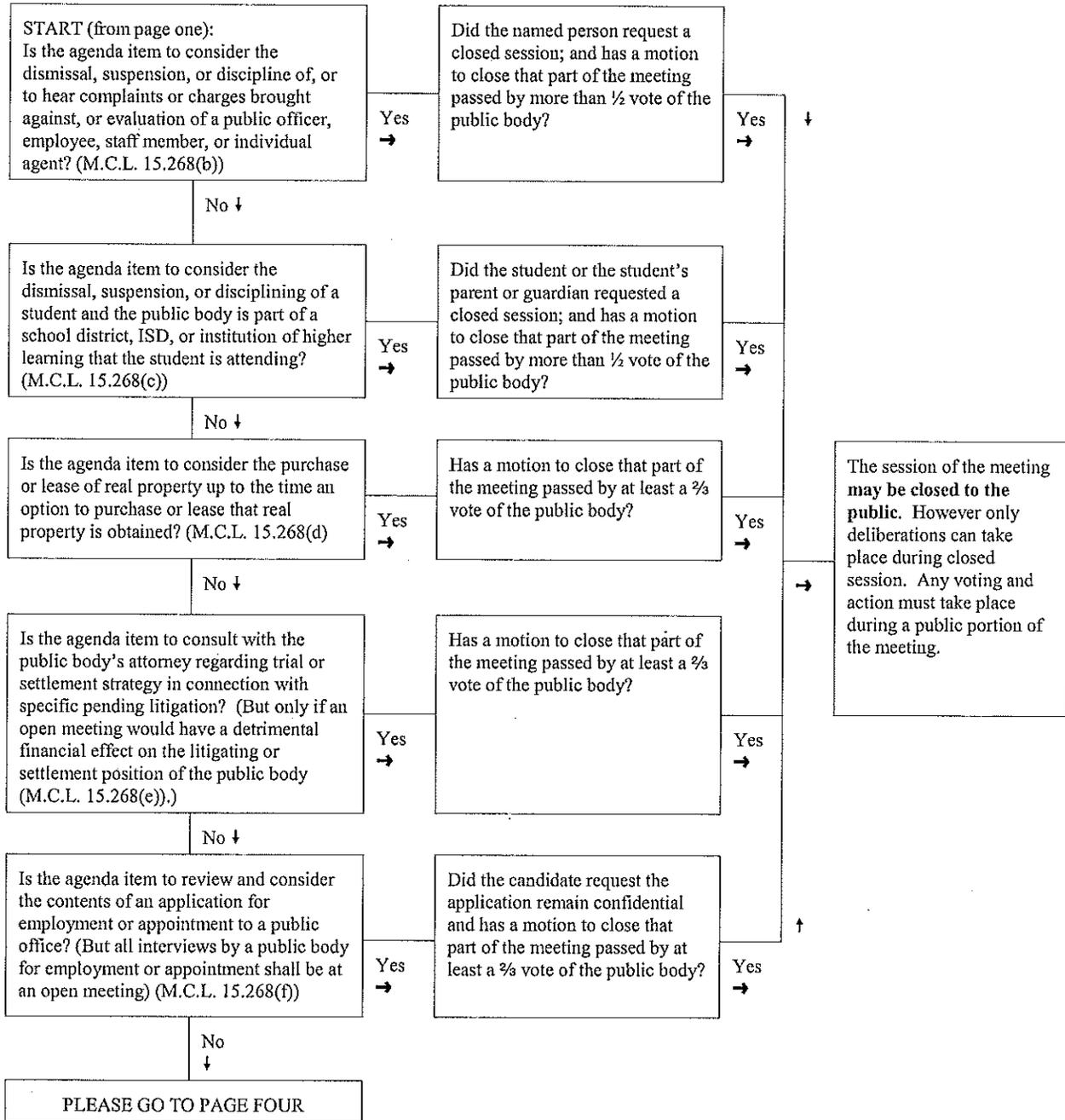
<http://web1.msue.msu.edu/slg/>

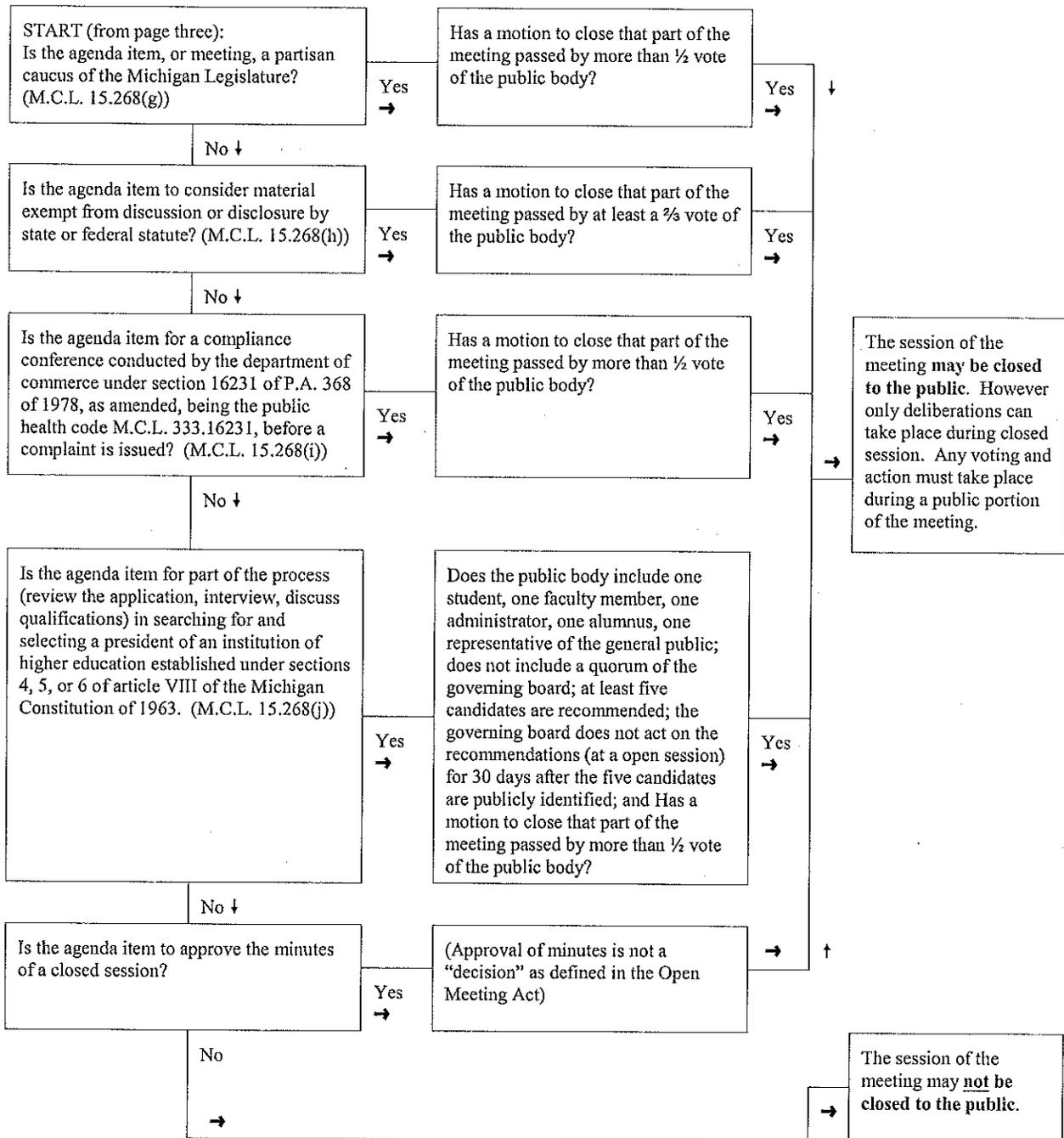
MSU is an affirmative-action, equal-opportunity institution. Michigan State University Extension programs and materials are open to all without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, marital status or family status.

Is the Body, organization subject to the Michigan Open Meeting Act (M.C.L. 15.261 et seq.)?



Can part of the open meeting be closed to the public?





[February 7, 2007; C:\Documents and Settings\Kurt\My Documents\wp\Bulliens\MSUE Wexford\Open Meeting Act chart.wp]d

February 21, 2007

Attendees: Bryan Myrkle, Chelsey Foster, Bill Valentine, John Petz, Don Vickers, Peggy Sindt, Alison Alfredson, Sandy Gower, Roy Annett, Ned Zimmerman, Norm Terry

MEDA Staff: John Avery, Cassandra Jorae, April Fisher

Call to Order

John Avery called the meeting to order at 10:10 a.m.

CBP FOCUS GROUP

John Avery presented the Certified Business Park Program Recommendations. He would like to have ongoing evaluations from now on so that there will be more dialog between park owners and managers.

Newsletter

The newsletter will now highlight regions and parks.

Public Relations

Public relations will include photos and a modifiable press release. This will probably be more useful for smaller communities, but will be available to everyone.

Fee

John Avery will send a breakdown of the CBP budget to everyone.

John Avery will check the status of Select Sites. All parks may not fit.

Website

We will send quarterly reminders for updates to park owners and operators as well as hit reports. Chelsey recommended SiteMeter, which location, city, state, zip and website that people come from.

We will talk to MEDC about putting a link on their site.

Suggestions:

Talk to Elexio about changing the background.

Break up heavy areas like Southeast, MI.

Put a scroll bar inside the table of parks so we do not expand it too far down the page.

Extend regional maps to show major out-of-state cities.

Point out that sites are site-ready.

Keep our regular directory on the website.

Marketing

We could pull in key State agency staff to Annual Meeting to see if we can tie an incentive into the program. There is concern that parks should be recognized first by the State since they are certified, but State is only recognizing program as an attraction tool. The Annual Meetings will have opportunity for calling in.

John Avery suggested going to Trade Shows. We could do them individually or with MEDC. Parks could develop a book to market, but this is expensive so it will be kept for future consideration.

John is willing to do more than just the website, but right now it is something that can provide feedback.

We should get a list of business contract in the region. Business 2 Business site may have contacts. Chamber organizations may be another good way to promote the website.

We could put articles in magazines and business publications, also on the MML website.

Talk in the future about pooling money for marketing projects, such as ads in major business publications.

Website does not have restricted access.

Next Steps

- Tell all park owners and managers what we are doing.
- Consider zone basis for Annual Meetings.
- Check with Elexio about hit reports and background for website.
- Check the status of SelectSites and let John Petz and others know.
- Look into www.sitesacrossamerica.com as a way to spread the word about our website - Also Chambers and Business 2 Business.
- Look into the cost of promoting the website in business publications: Michigan Realtor Magazine, Northern Indiana & Ohio publications, Buy, Lease, Build, MML website.
- Talk to MEDC about putting a link on their site once website complete.

Attendee Contacts:

1. Bryan Myrkle, City of Charlotte, 517-543-8853, bmyrkle@charlottemi.org
2. Chelsey Foster, Greater Gratiot Development, Inc., 989-875-2083, chelseyfoster@gratiot.org
3. William Valentine, Presque Isle County EDC, 989-734-8446, info@picdc.org
4. John Petz, Domino's Farms Office Park, 734-930-4533, jpetz@dominosfarms.com
5. Don Vickers, City of Leslie, 517-282-1673, dvickers@dmci.net
6. Peggy Sindt, Albion EDC, 517-629-3926, psindt@albionedc.org
7. Alison Alfredson, City of Williamson, 517-655-2774, econdda@williamston-mi.us
8. Sandy Gower, City of Dowagiac, 269-782-2194, sgower@dowagiac.org

9. Roy Annett, Demattia Group, 734-453-2000, rannett@demattia.com
10. Ned Zimmerman, Development Consulting, 616-243-9401,
nzimmerman@jasnetworks.net
11. Norm Terry, 269-327-0365, nterry38@charter.net

**Certified Business Park Program
Projected Budget**

1-Jan-07

PROGRAM REVENUE

Yearly revenue from parks	<u>\$ 16,500.00</u>
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PROGRAM EXPENSES

Certifier Fees	\$ 4,500.00
Estimated Admin/Staff Expense	\$ 7,889.00
Supplies/coping/misc	\$ 500.00
Web Site Dev & Maintance	\$ 2,500.00

TOTAL EXPENSES	<u>\$ 15,389.00</u>
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TOTAL NET PROFIT/LOSS	<u><u>\$ 1,111.00</u></u>
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Certified Business Park Program

History

- State of Michigan Program
- Created over 30 years ago
- Designed to ensure quality standards across industrial parks
- MEDA provided inspection of parks on volunteer basis

CBP History

Continued

- Mid 1990's - MEDA took over the entire administration of the program
- 2001 - State changed the LDFA law to require parks who capture TIF to be a Certified Park
- MEDC contracted with MEDA to clean-up program and to provide continuing administration of the program

CBP History

Continued

- 2006 - MEDC, due to budget issues, discontinued the contract (not the program)
- MEDA CBP committee discussed future of program, surveyed the park owners/management and held a focus group

Results of Survey/Focus Group

- Program is currently looked upon somewhat ambivalently
- Belief that if value could be added that there would be more interest in the program
- Received a variety of suggestions for changes/improvements

CBP Recommendations

- Leave current certification process
- Make changes to improve value with emphasis on marketing support at minimal cost
- Continue program for 3 years
- Ongoing evaluation and feedback with decision on program at end of 3 years
- Restructure fees to support program changes

CBP Recommended Improvements/Changes

- Continue Newsletter
- Annual Meeting
- Public Relations
- Web Page
- New fee structure

Newsletter

- Information on program
- Shared information on parks/highlight parks & regions
- Dual purpose -- information & marketing
- Sent Quarterly to certified park owners/managers & 2,500 site consultants

Annual Meeting

- Once a year
- Low cost
- Half day or one day
- Purpose to discuss program improvements, education, networking

Public Relations

- Press release support
- Photo ops for re-certification/certification

Web Site

- Exclusive site for Certified Parks
- Simple structure
- Marketed statewide/nationally/internationally
- Links sent to 2,500 site consultants
- Hit reports to regions/individual parks

Fee Structure

- \$250 per year - per park fee
- Additional one time \$150 fee for new parks entering the program

**CAPT-DART
2007 Meeting Dates**

Meeting Date*	Host Community	Contact**	Contact E-Mail	Agenda Deadline
January 15, 2007	Dexter Township Lyndon Township	Maryann Noah	supervisor@lyndontownship.org	January 8, 2007
February 19, 2007	Dexter Township	Pat Kelly	Supervisor-dexter@twp-dexter.org	February 12, 2007
March 19, 2007	Sylvan Township	Michael Williams	mgw@comcast.net	March 12, 2007
April 16, 2007	Village of Dexter	Jim Carson	jcarson@aiserv.net	April 9, 2007
May 21, 2007	Lima Township	Ken Unterbrink	unterbrink@peoplepc.com	May 14, 2007
June 18, 2007	City of Chelsea	Michael Steklac	msteklac@city-chelsea.org	June 11, 2007
July 16, 2007	Lyndon Township	Maryann Noah	supervisor@lyndontownship.org	July 9, 2007
August 20, 2007	Dexter Township	Pat Kelly	Supervisor-dexter@twp-dexter.org	August 13, 2007
September 17, 2007	Sylvan Township	Michael Williams	mgw@comcast.net	September 10, 2007
October 15, 2007	Village of Dexter	Jim Carson	jcarson@aiserv.net	October 8, 2007
November 19, 2007	Lima Township	Ken Unterbrink	unterbrink@peoplepc.com	November 12, 2007
December 17, 2007	City of Chelsea	Michael Steklac	msteklac@city-chelsea.org	December 10, 2007

* All meetings start at 7:00 p.m.

** The contact person or his/her designee is responsible for preparing the meeting agenda and e-mailing the agenda to the group one week before the meeting. If anyone would like to place an item on the agenda, please contact the host before the agenda deadline date.

AGENDA 3-12-07
ITEM 4-3



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

AGENDA 3-12-07

ITEM H-4

February 16, 2007

Allison Bishop, AICP
Community Development Manager
Village of Dexter
8140 Main Street
Dexter, MI 48130-1092

RE: Conditional Transfer of the Dexter Area Historical Society parcel
Job number 06-431

Dear Ms. Bishop:

This letter serves to acknowledge that the changes and or corrections to property descriptions for Job Number 06-431, described as Dexter Area Historical Society parcel, have been reviewed and accepted by the Michigan Department of Transportation (MDOT), and will be published in an upcoming edition of the *Michigan Public and Local Acts*.

The original filing date with the Office of the Great Seal on December 29, 2006 of the of conditional transfer of Property pursuant to Public Act 425 of 1984, as amended, from Webster Township to the Village of Dexter, shall remain as the effective date of this boundary change.

Sincerely,

Donald L. Biggs, Analyst
Legal Policy and Procedures Section
517-335-6720

cc: Webster Township Clerk
Washtenaw County Clerk
Michigan Department of Labor and Economic Growth, State Boundary Commission
Michigan Department of Labor and Economic Growth, Liquor Control Commission
Michigan Department of Labor and Economic Growth, Office of Land Survey and Remonumentation
Michigan Department of Information Technology, Center for Geographic Information
Michigan Department of Treasury, Office of Revenue and Tax Analysis
Michigan Department of Transportation, Bureau of Transportation Planning
U.S. Bureau of the Census
Office of the Great Seal Job Number 06-431

Corrected Property Description

Job Number 06-431

Joint Resolution Number 28-2006

VILLAGES
Washtenaw County

In the matter of the conditional transfer of certain property located in Webster Township to The Village of Dexter. Conditionally transferred in accordance with the provisions of Public Act 425 of 1984, as amended the following described property:

Commencing at the Southwest corner of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan, thence N02°53'00"W 364.46 feet along the West line of said Section 31 to the POINT OF BEGINNING; thence continuing N02°53'00"W 1181.66 feet along the West line of said Section 31; thence S62°31'28"E 284.56 feet along the centerline of Island Lake Road; thence S56°57'50"E 852.64 feet along the centerline of Island Lake Road; thence S21°25'18"W 152.69 feet; thence S23°51'02"W 78.23 feet; thence S62°10'51"W 101.34 feet; thence N80°37'20"W 89.25 feet; thence S62°49'21"W 268.00 feet; thence S01°39'33"E 106.36 feet; thence S77°50'09"W 109.10 feet; thence S63°39'40"W 145.16 feet; thence S82° 49'30"W 172.00 feet to the Point of Beginning. Being a part of the Southwest ¼ of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan and containing 14.78 acres of land, more or less. Being subject to the rights of the public over the Southwesterly 33 feet of Island Lake Road. Also being subject to easements and restrictions of record, if any; and

Record of proceedings filed in the Office of the Secretary of State December 29, 2006



WASHTENAW COUNTY OFFICE OF THE SHERIFF

AGENDA 3-12-07

ITEM H-5



DANIEL J. MINZEY
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL: sheriff@washtenaw.org

HERBERT F. MAHONY
UNDERSHERIFF

Letter of Commendation

TO: Commander Hall-Beard
FROM: Lieutenant Filipiak *[Signature]*
DATE: March 3, 2007
EMPLOYEE: Deputy Kevin Hause
RE: Home Invasion Investigation 2007-4945

On February 8, 2007 Deputy Kevin Hause responded to a random Home Invasion within the Dexter Crossing neighborhood of Dexter Village. Kevin investigated the crime with no suspect leads and his only physical evidence recovered photos of boot prints in the snow. The news spread fast through this neighborhood of this incident putting the residents on edge as to the safety of their families and homes.

Kevin stepped up patrols in this neighborhood and the surrounding area over the next few days, but was unable to connect a suspect to this crime. On February 15, 2007 Kevin took the initiative to review the notes from a county wide crime meeting put out by our detective bureau. Kevin found that a similar Home Invasion had occurred in Pittsfield Township on February 9, 2007 and the suspect was later arrested in a stolen car on February 11, 2007. Kevin noticed that the suspect's home address listed was from Dexter Township which he found to be more than coincidental.

Kevin contacted Pittsfield Township Police and found the suspect was still in our Jail. Kevin also was able to identify some of the items taken from this Home Invasion were recovered by Pittsfield Township Police.

Kevin responded to the Jail, recovered the boots from the suspect's property bag which matched the foot prints in the snow at the scene. Kevin was then able to obtain a full confession from the suspect. He was charged with felony Home Invasion and is currently lodged in our Jail. The suspect admitted to a having a severe heroin addiction.

Kevin, again, has proven to be a great asset to this agency, and to the Dexter Substation. His efforts to find justice and serve his community are exemplified on a daily basis. Cases like these often go unsolved, but Kevin has allowed this neighborhood and Dexter Village to ease their concerns.

Cc: Sheriff Dan Minzey
Village Manger Donna Dettling
Personnel File

— MISSION —

To provide our community with a solution driven approach to public safety, built upon a proud history of professionalism and mutual respect.

AGENDA 3.12.07

ITEM I-1

VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734) 426-5466

TO: VILLAGE COUNCIL
FROM: ED LOBDELL
SUBJECT: PUBLIC SERVICES UPDATE
DATE: 3-01-07

Attached you will find an update for the Water and Sewer Departments along with an update from the Streets Department.

- 1 - Water meter work completed during this period, (November 1, 2006 - February 28, 2007).
- 2 - Water meter work completed this fiscal year.
- 3 - CIP Update.
- 4 - Streets Update.

Should you have any questions, please call or stop by.

Respectfully Submitted;

Ed Lobdell
Public Services Supt.

VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734)426-5466

3-01-07

UTILITY DEPT. WATER METER/SERVICE CALL UPDATE

For the period beginning November 1, 2006 and ending February 28, 2007 the following denotes work completed.

New meters and read units installed	- 5
Water only meters installed	- 4
Read unit maintenance	- 26
Miss Digs	- 22
All other service calls	- 64

Along with the above items, other tasks performed during this period are as follows.

Flushing Select Sewers	- Monthly
Reading Meters	- Bimonthly
Checking all lift stations	- Weekly
Backwashing Filter plant	- Weekly

Several site plan reviews - attended preconstruction meetings.

Attended Asset Management meeting with OHM.

Attended several meetings for the possible sites for the fifth well.

Did inspection for manhole rehab project - to keep costs in check.

Inspection for water connection for new DPW site.

Inspection for sanitary sewer connection for DPW site.

Inspected water line pressure test for DPW site.

Assisted with fire protection flow test for DPW site.

11-14-06 - Repaired water leak in Cushing Court, (6 inch).

12-23-06 - Repaired water leak on Hudson St. (8 inch).

1-15-07 - Repaired water leak on Second St. (6 inch - 7632 Second).

2-06-07 - Repaired water leak at Walkabout Creek Apts. (Valve leak).

2-07-07 - Repaired service leak in Wall Court. (1 inch - 7415).

2-13-07 - Repaired water leak on Second St. (6 inch - 7625).

VILLAGE OF DEXTER — PUBLIC SERVICES DEPT.

8360 HURON ST. DEXTER MI 48130 (734) 426-4572 FAX (734)426-5466

3-01-07

FISCAL YEAR WATER METER SERVICE CALL UPDATE

For the period from July 1, 2006 thru February 28, 2007.

New meters and read units installed	- 14
Water only meters installed	- 16
Read unit maintenance	- 45
Read unit battery replacement	- 8
Miss Digs	- 184
All other service calls	- 185

OTHER ANNUAL/SEMI ANNUAL ISSUES HANDLED THIS PERIOD

Semi-Annual Fire Hydrant Flushing	- Completed in November
Semi-Annual Sewer Maint Flushing	- Completed in November
Semi-Annual Sludge Hauling	- Completed in November
DEQ Required Sampling	- This is ongoing and will continue as required.

CIP UPDATE

1 - MANHOLE REHAB PROJECT

Most of this project is complete. The restoration will be completed in the spring. This project has seemed to have made a difference at the Waste Water Treatment Plant. We will know how much after we do the flow monitoring in the upcoming months. We will keep you posted of our progress.

2 - KENSINGTON STREET UPGRADES

This project is complete. Final quantities have been tabulated, and final payment has been made. Some silt fence still has to be removed, and will be in the spring.

3 - DPW BUILDING

This project is ongoing, and should wrap up in late spring to early summer. Water and Sewer are installed. The roof should be completed within the next week, with the walls to follow. We continue to have biweekly progress meetings with the contractor, and will keep you updated as things progress.

4 - NEW WELL SEARCH

We are still working with Williams and Works for the best site to continue our search for additional water supply. We will keep you posted as things move along.

5 - SIDEWALK REPLACEMENT

There will be some areas of sidewalk replaced in the spring. On Ann Arbor St. from the veterinarian office to Baker Rd. and on Fourth St. from the alley between Dover and Central on the south side. These areas have been identified in the CIP as sidewalk to be replaced.

VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734)426-5466

STREETS UPDATE

The following is an update of what has been going on with the Streets Department during the period between November 1, 2006 thru February 28, 2007.

Ongoing issues that are dealt with on a daily basis are as follows.

- | | |
|--------------------------|---|
| DDA Issues | - Trash - Smoke Pots - Decorative Lights - Snow Removal on Sidewalk & Brick Pavers - Dumpster Issues. |
| Storm Cleanup | - Chipping and general storm cleanup |
| Weekly Chipping | - Scheduled for every Wednesday (as needed) |
| Snow Removal and Cleanup | - As Needed |
-

Other projects and issues dealt with during this period are as follows.

Lowered Flags per Governor Granholm Executive Order for Fallen Serviceman

Lowered Flags for Death of President Ford.

Lowered Flags in honor of Pearl Harbor.

Replaced bulbs in decorative lighting.

Replaced bulbs in Street lights and Cross walks.

Completed repair to Copeland Alley.

Completed leaf pickup first week of December.

Put up Holiday tree in Monument Park.

Put lighting on tree - removed after.

Repaired broken conduit for light panel on Edison @ Fifth St.

Contracted trimming of trees on Baker Rd. (per tree board recommendation).

Vactored out dry well on Dan Hoey and Dexter Ann Arbor - replaced stone.

Installed railing for steps at the end of Inverness St. sidewalk.

Winterized irrigation systems in downtown area.

Chipped Christmas Trees.

Building and rebuilding street barricades.

1-14-07 Severe Ice Storm - Heavy tree damage.

1-26-07 - Closed DQ Parking lot for soil boring, (DDA).

11-14-06 - Assisted with water leak repair.

11-23-06 - Assisted with water leak repair.

2-06-07 - Assisted with water leak repair.

2-07-07 - Assisted with water leak repair.

2-13-07 - Assisted with water leak repair.

Installed Banner for Victorian Christmas - Removed After.

Installed Banner for K of C New Years Celebration - Removed After.

Installed Banner for Dexter Baseball Club - Removed After.

Installed Banner for DHS Drama Club - Removed After.

Installed banner for K of C Lenten Fish Fry - removed after.



Memorandum

To: Village Council
Donna Dettling
From: Allison Bishop
Re: Report
Date: March 12, 2007

Planning Commission Decisions

2007-2012 CIP- The Planning Commission set a public hearing for the CIP for April 2, 2007. The Planning Commission intends on presenting the CIP to Council at the April 9th meeting. The Planning Commission has slightly changed the format in which the CIP will be presented to Council. In the past the Planning Commission has provided Fund Recommendations. The Fund Recommendations included specific projects for each fund, for each year. After further consideration it was determined that the Planning Commission was essentially budgeting CIP funds. It was determined that since Council budgets an amount, i.e. \$60,000 for sidewalks, that the Planning Commission should establish policy statements and priority projects from the CIP, as opposed to providing Fund Recommendations for specific projects, specific funding amounts and specific years. As an example the Planning Commission is looking at recommending that a certain percentage of the available CIP General Funds be used for Sidewalks and Parks. The Planning Commission is also looking at a priority project list that they will recommend. The goal is to provide Council with information that is more useable when determining what types of projects to fund, as opposed to what specific project are funded at what amount of funding.

Article 19 PUD Ordinance - The Planning Commission is continuing to discuss the proposed amendments to Article 19, PUD Regulations. There has been extensive discussion and some reorganization of the ordinance therefore the Planning Commission intends to hold another public hearing in April.

Planning Commissioner and ZBA Training – The training session was a success. Planning Consultant Doug Lewan presented the training session to 8 Planning Commissioners and 4 ZBA members. If anyone is interested in receiving the training manual please let me know.

Anti-Monotony Ordinance – Information on an Anti-Monotony Ordinance was presented to the Planning Commission at the March meeting. An Anti-Monotony Ordinance is an ordinance that promotes design standards that limit developments from having the same homes throughout a development. For example one ordinance prohibits the same house elevation from being built next to, across from, or kitty corner from a house with the same elevation. The Planning Commission briefly discussed the ordinance and decided not to take action on an ordinance of this kind.

Please feel free to contact me prior to the meeting with questions.

Thank you,



**Dexter-Main Street over Mill Creek
Bridge and Dam Removal Project
Structure No. 10992 (B01 of 81-14-22)
Washtenaw County, Michigan**

Project Meeting Summary

Meeting Date: February 27, 2007
Location: Washtenaw County Road Commission
Issue Date: March 6, 2007
Prepared By: Leo Davies, URS Corporation

The purpose of the meeting was to meet with the MDOT representative to discuss funding and implementation for the project. Overall Project status and discussion of project issues was also included on the agenda.

DAM REMOVAL:

URS has been working on the sediment management and dam removal plans for the project. Upon completion of the preliminary design the plans will be forwarded to the Village and Road Commission for review. The information will then be forwarded to the MDEQ. MDEQ has agreed to review the draft plans and provide feedback prior to a formal permit application submittal.

The preliminary design will show rock structures. The rock allows the stream channel to drop more quickly than without them. This reduces the amount of contaminated sediment that will be disturbed and the quantity for imported clay needed to cap the contaminated soils.

The agreement or agreements required between the Village, Road Commission and Ford Motor Company regarding the dam removal require further discussion. The lawyers for the Village and Road Commission will need to be involved in this. The logistics of getting the agreements and the timing of the agreements with the formal MDEQ Permit Application submittal needs to be determined.



FUNDING ISSUES:

Funding issues for the project and eligibility of specific work items for funding with the critical bridge funding was discussed with Mark Harrison of MDOT Local Agency Programs. A summary of key points is as follows:

- Splitting of the project into two phases is acceptable to MDOT.

PHASE I

- The replacement of the Mill Creek Bridge and the dam removal work will be let in December 2007 and constructed in 2008. There will be only one MDOT job number for this contract. The work will need to be segregated into different categories depending on the funding source (95% Fed/State participation, 100% local funds, etc.)

PHASE II

- Construction of the railroad structure and the Dexter-Chelsea Road/Main Street Intersection can be let in 2009. Coordination with the railroad and obtaining an agreement with the railroad could take up to 18 months to complete.
- The 2009 deadline for the second phase project is a deadline for having the project advertised and let for bids. The second phase could be let late in the year with the bulk of construction done in 2010, if necessary, should delays be encountered due to Right of Way acquisition, railroad issues, or other causes. Further delays could be problematic and place the funding in jeopardy.
- Mark Harrison also pointed out that the project includes both federal and state funds. He stated that he intends to set the project up so that the first phase of the project includes federal monies and that the second phase does not include any federal monies. With this approach, the second phase project could be expedited. With no federal aid involvement, a formal environmental assessment and formal consultation with the state Historic Preservation office are not required.
- The Village and Road Commission ~~and~~ discussing transferring the roadways within the limits of this project from the Road Commission to the Village. Should this occur, the funding for the project does not automatically transfer from the Road Commission to the Village. The funds were awarded to the Road Commission. It may be necessary to delay the transfer of jurisdiction until after completion of this project in order to avoid jeopardizing the funds.

Regarding eligibility of work:

The removal of the dam structure itself is eligible for funding. Sediment management measures and work "away" from the dam and bridge are not eligible. After additional discussion, Mark Harrison stated that the work within the existing right of way, including riprap under the new bridge will be eligible.



For the pathway under the bridge, constructing a concrete pathway on a “shelf” under the structure would be eligible. A wooden boardwalk structure would likely not be eligible. Constructing a concrete pathway on fill is also preferred for ease of future maintenance. The advantage of the boardwalk is that it allows for a larger hydraulic opening under the structure. With the current span length and height of the new bridge, there very likely will not be a need for the boardwalk for hydraulic reasons. URS is to verify this with the hydraulic modeling being done for the project.

Context sensitive design features are generally eligible for funding. Specifically for this project, the use of textured form liners on the cast in place concrete abutments and wing walls may be appropriate. Staining of the textured concrete also would be eligible for funding. Use of a standard, crash tested bridge railing also would be eligible. The additional cost of specialized railing, such as incorporating wrought iron or other unusual treatments would not be eligible. URS is to provide the Village and Road Commission with details for various railings, including an open parapet railing, that are crash tested and that would be eligible for full funding participation.

The roundabout intersections under consideration also will require lighting, as do all roundabout intersections. Mark stated that lighting required for the project would be considered eligible. The estimates include a \$100,000 allowance for each of the roundabout alternatives for lighting.

Pathways/sidewalks also are shown in the plan and desired. Mark Harrison thought that these also would be eligible for funding.

The three principal items identified that are not eligible for funding under the Critical Bridge Program are:

- Right of Way Acquisition
- Sediment Management and stream restoration beyond the limits of the right of way
- Preliminary and Construction Phase Engineering costs

PHASE II/VIADUCT:

Comments on the alternatives included in the Traffic Study will be provided after the Road Commission and Village have reviewed the information provided.

Right of Way Cost is an important element of the project and accurate costs for this need to be determined. This is particularly the case with the A & W Parcel. John Hanifan knows the owner of this parcel and volunteered to get an initial estimate from the owner regarding the value of the property.

NEXT ACTIONS:

- URS is to complete the draft dam removal/sediment management plans and provide to the Road Commission and Village for review.
- The Village and the Road Commission are to provide comments on the Alignment Study. An additional meeting to discuss alternatives may be needed.



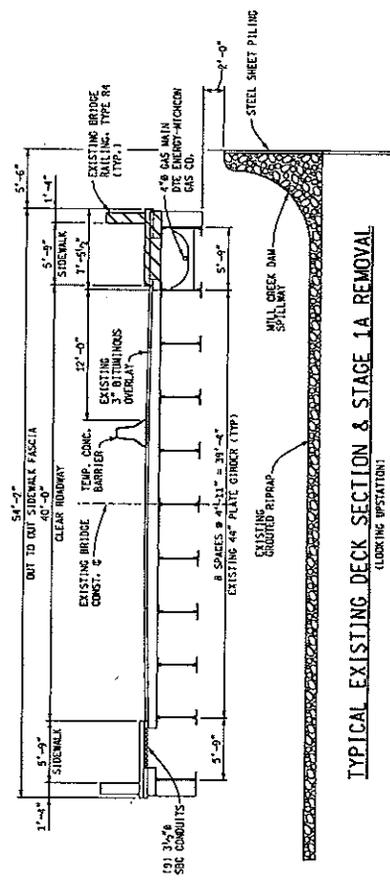
- Additional discussion regarding the agreements needed to remove the dam are to be held.
- Comments on the Type, Size and Location plans for the Mill Creek Bridge work are to be provided to URS. Following incorporation of comments, the package will be submitted to MDOT.

DISTRIBUTION

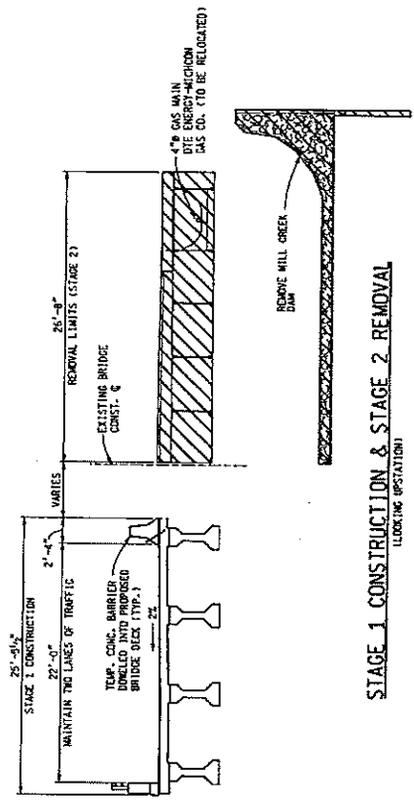
All Attendees
Mike Donahue, URS

Project Name: Dexter-Main Street Bridge Replacement	Project Number: 12940224
Meeting Type: Review and Status Meeting	Date: 02/27/2007
Meeting Location: Washtenaw County Road Commission	Time: 9:00 a.m.

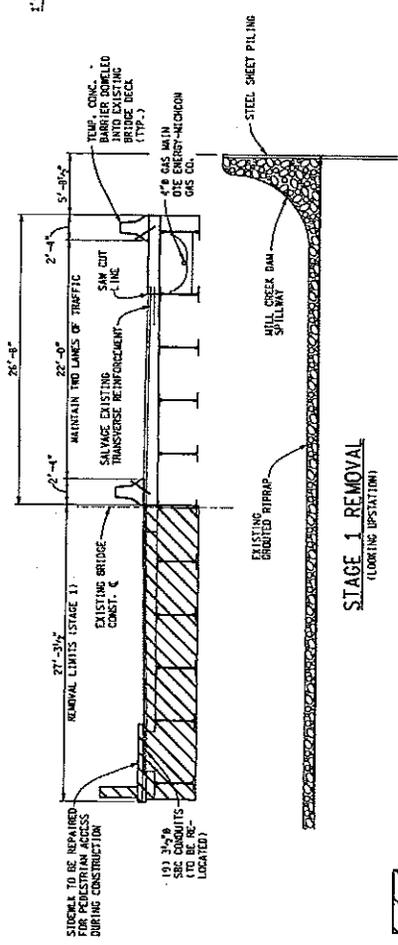
Representative	Company	Phone	Fax	E-Mail
Andy Hodges	WCRC	(734) 327-6671		hodgesa@wccroads.org
Roy Townsend	WCRC	(734) 327-6662	(734) 761-3239	townsendr@wccroads.org
Kelly Jones	WCRC	(734) 327-6647	(734) 761-3239	jonesk@wccroads.org
Donna Dettling	Dexter	(734) 426-8303	(248) 553-9571	ddettling@village of dexter.org
John Hanifan	Dexter	(734) 426-8303	(734) 414-6850	jhanifan@villageofdexter.org
Paul Cousins	Dexter	(734) 426-4765		Millpond89@comcast.net
Mark Harrison	MDOT	(517) 373-2346		harrisonm@michigan.gov
Dan Schairbaum	Dykema	(313) 568-5352		dschairbaum@dykema.com
Leo Davies	URS	(616) 574-8371	(616) 222-4969	leo_davies@urscorp.com
Mike Tarzai	URS	(616) 574-8381	(616) 222-4969	mike_tarazi@urscorp.com



TYPICAL EXISTING DECK SECTION & STAGE 1A REMOVAL
(LOOKING UPSTATION)

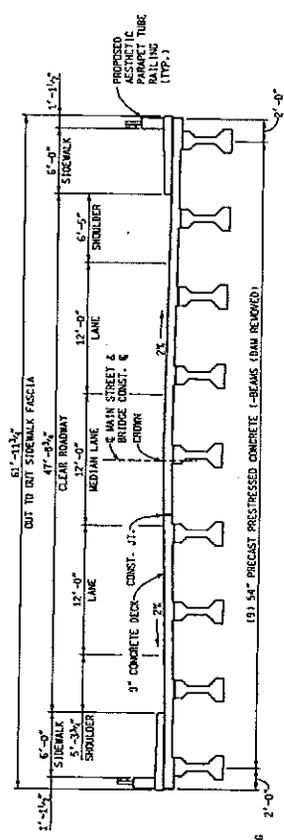


STAGE 1 CONSTRUCTION & STAGE 2 REMOVAL
(LOOKING UPSTATION)



STAGE 1 REMOVAL
(LOOKING UPSTATION)

▨ - REMOVAL



TYPICAL FINAL DECK SECTION
(LOOKING UPSTATION)

TYPE, SIZE AND LOCATION STUDY FOR MILL CREEK BRIDGE REPLACEMENT	CONSTRUCTION STAGING	MAIN STREET OBER MILL CREEK	FIGURE 4
URS Surface Transportation Grand Rapids, Farmington Hills, Troy, MI	COUNTY ROAD Washtenaw COUNTY		

RECOMMENDED ALTERNATIVE (Mill Creek Dam Removed)

Type, Size and Location Study
ENGINEER'S ESTIMATE



PROJECT NAME

Washtenaw County Road Commission

LOCATION

Main Street over Mill Creek (Concrete I-Girder Option with 100'-8" Span)

SP, SS or PLAN NOTE REQ'D	ITEM CODE	PAY ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	7060008	Conc Quality Assurance, Structure	592.6	Cyd	\$12.00	\$7,111.68
	7060021	Superstructure Conc, Night Casting	192.6	Cyd	\$200.00	\$38,528.02
	7060023	Supstr Conc, Form, Fin, and Cure, Night Cast (SXX of 82191)	1	LS	\$67,424.04	\$67,424.04
	7060035	Reinforcement, Steel, Epoxy Coated	30000	Lb	\$1.00	\$30,000.00
	7060100	Bridge Ltg, Oper and Maintain	202	Cyd	\$1.83	\$369.66
	7060101	Bridge Ltg, Furn and Rem (SXX of 82191)	1	LS	\$5,050.00	\$5,050.00
	7080033	Prest Conc I Beam, Furn, 54 inch	918	Ft	\$150.00	\$137,700.00
	7080034	Prest Conc I Beam, Erect, 54 inch	918	Ft	\$20.00	\$18,360.00
	2040020	Structures, Rem (SXX of 82191)	1	LS	\$119,250.00	\$119,250.00
X	7110011	Bridge Railing, Aesthetic, Type 4, Det 1	202	Ft	\$100.00	\$20,200.00
	7060010	Substructure Conc	400	Cyd	\$400.00	\$160,000.00
	7040007	Cofferdams (SXX of 82191)	1	LS	\$200,000.00	\$200,000.00
	7060004	Conc, Grade T	220	Cyd	\$100.00	\$22,000.00
	7050034	Pile, Steel, Furn and Driven, 14 inch	4500	Ft	\$25.00	\$112,500.00
	7050002	Pile Driving Equipment, Furn (SXX of 82191)	1	LS	\$10,000.00	\$10,000.00
Subtotal						\$948,500.00
Maintaining Traffic						\$40,000.00
Sidewalk and Approach Removal & Replacement						\$85,000.00
Dam Removal						\$40,000.00
Contingencies (10%)						\$94,900.00
Mobilization (5%)						\$47,400.00
Inflation (3%) for 1 year(s)						\$28,500.00
TOTAL						\$1,285,300.00

DEXTER CITY STUDY COMMITTEE
WEDNESDAY, MARCH 7, 2007
7:00 to 8:30 p.m.

COPELAND BOARD ROOM
7720 DEXTER-ANN ARBOR ROAD

- 1) Review notes from Citizen Focus Group/Open House

- 2) Finalize Report; send report to Village Council for their March 26, 2007 meeting.

Adjourn

Final Meeting of the City Study Committee

DEXTER CITY STUDY COMMITTEE
WEDNESDAY, February 28, 2007
7:00 to 8:30 p.m.

MILL CREEK MIDDLE SCHOOL – 7305 DEXTER-ANN ARBOR ROAD

Attendance:

Bellas	Coy	Flowers	
Foster	Gochanour	Jones	Miller
Rush	Stacey	Stivers	Waggoner

John Coy opened the meeting with introductions of the Committee members in attendance. Chairman Coy thanked the Committee for their hard work and thanked all those who turned out for the Open House.

John Coy did a special acknowledgement of John Wensel's parents and son during the meeting. John Wensel was a committee member who passed away during this endeavor, and the committee dedicated the report to him.

Chairman Coy went through the 14-steps to become a City and reviewed the draft City Study Report. John Coy made it clear that becoming a city is a 3-5 year process, and we are finalizing step one. He explained that comments and concerns from the Open House would be included in the final report as Exhibit B.

All were asked to hang out for refreshments and intermingle with the City Study Committee members to address concerns one-on-one that were not covered during the meeting. Participants were asked to write out comments, concerns or questions on the space provided on the agenda and turn them in.

The meeting adjourned at 8:30 p.m.

Respectfully Submitted,

Donna Dettling
Village Manager

WEDNESDAY, FEBRUARY 28, 2007
COMMENTS, CONCERNS, QUESTIONS

At an Open House to review the "Draft" Report of the City Study Committee the following comments, concerns, and question were raised.

- What would be the legal cost to go through this process? John Coy mentioned that in the report on page 3, table 2 Transition costs were outlined. One of the items under one-time expenses is Name Change, Application Fees, Legal, etc. The Committee estimated that legal cost would be between \$10,000 and \$15,000.
- A concern was raised about Police contracting. Whether Dexter is a Village or a City will not change our choices with regard to contracting for police services or pursuing other options.
- The 3rd item listed as an advantage - A city gets more respect from other Cities, County and the State than a Village. Doesn't the Village get respect now? John Coy shared a for instance to clarify this advantage, when setting up the Village's Local Development Finance Authority, the legislation left Village's out. Mr. Bishop traveled to Lansing to get Village's included in this legislation so that we could pursue an industrial park.
- A question regarding representatives from the City of Chelsea; did officials or residents provide input? John Coy said that Mayor Feeney and Jack Merkel a business owner were asked to attend one of our meetings and he personally had spoken with several residents from the City.
- The concern raised from the previous question had to do with some residents in Chelsea wishing they had turned down City status.
- A question about the Building Department Function. Currently the village uses the County Building Department. There is no requirement for a City to create its own Building Department.
- A concern was raised that the sole purpose of becoming a City is to bring the Sloan/Kingsley property into the City. John Coy said that pursuing City status is not about becoming larger. Ongoing issues surrounding the political debate on the Sloan/Kingsley property will be worked through regardless of Village or a City status. As a City, the annexation request

would go to the State Boundary Commission, which some believe makes the process easier as it moves the political debate out of the local arena.

- The question was raised whether the Sloan/Kingsely debate should be left out of the decision to become a City.
- A question was posed about Council allowing the City Study Committee to resolve annexation issues.
- The concern over growing pains and whether the committee talked to a long established City like Saline for advice.
- A question about tax tribunal and Tax Boards of Review, as a City Dexter would be required to create this board for hardship cases.
- Reference was made to minutes from a 1990 Village Council meeting, that included discussion of a new DPW facility, Village Hall, becoming a City and purchasing a fax machine. The village will complete construction of its DPW facility this summer, pursue options for a Village Hall, and hopefully follow through on the steps to becoming a City.
- One - written comment: "As a citizen, I don't think that the Village should pass up the opportunity to annex land as part of this process. Township zoning of a house per acre is not sustainable."

DEXTER CITY STUDY COMMITTEE
WEDNESDAY, FEBRUARY 28, 2007
7:00 to 8:30 p.m.

MILL CREEK MIDDLE SCHOOL COMMONS
7305 Dexter-Ann Arbor Road

1. Welcome and Introductions
2. Review: Steps to becoming a City
3. Review: DRAFT City Study Report
4. Questions

Written Comments, Concerns, Questions:

As a citizen, I don't think that the Village should pass up the opportunity to annex land as part of this process. Township zoning of a house per acre is not sustainable. ~~and not~~

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Seta and Council Members
From: Donna Dettling, Village Manager
Date: March 12, 2007
Re: VM Report

1. Meeting Review:
 - February 27th – WCRC/MDOT Bridge Dam Funding
 - February 28th – DCS Infrastructure Improvement Meeting
 - February 28th – City Study “Open House”
 - March 3rd – Outdoor Warning Siren Test “Successful”
 - March 7th – Final City Study Group meeting
 - March 9th - Facility Committee meeting

2. Tom Traciak General Fund Analysis. Staff will be meeting with Tom Traciak on Wednesday, March 14th to review the General Fund Financial Model. The plan is to have Mr. Traciak prepare a General Fund 10-year projection to assist Council in our 2007/08 Budget sessions that will begin in April.

3. DCS Infrastructure Improvement Meeting. Attached is the agenda from a meeting I attended for the introduction of the DCS Bond Issue strategy. DCS Board is looking for collaboration and support from the Village on projects and the bond issue. This could be the topic for our first joint session with DCS Board.

4. City Study Committee. A formal presentation of the final Report from the City Study Committee will be made at the March 26th meeting.

2-28-07

Bond Issue Introduction

Owner's intent: Catch up on infrastructure improvements to strengthen the operational bottom line. Offer a small bond issue to the voters without increasing taxes. Simply extend the existing bond issue payment schedule.

- Themes:
1. Student safety and Traffic
 2. Land for future growth.
 3. Athletics including pools.
 4. Bus Garage
 5. Buses
 6. Bridges - a part of number 1
 7. Copeland and Seniors

Washtenaw County Planning site photo of Dexter and school buildings.

Quote from Orson Fowler and March 1, 1847.

Discussion



Charles L. Nelson, AIA
Sr. Project Director

229 East Michigan Ave., Suite 335
Kalamazoo, MI 49007-6403
P: 269.381.4880 F: 269.381.9110
800.632.7815 C: 269.998.1954
cnelson@kingscott.com

Don Price, Director



Jerry Brand
Education Project Director
LEED AP

Granger Construction Company Phone: (517) 393-1670
6267 Aurelius Road Direct: (517) 887-4170
P.O. Box 22187 Fax: (517) 393-1382
Lansing, MI 48909 Nextel: (734) 216-4230
jbrand@grangerconstruction.com

Township of **SCIO**

827 N. Zeeb Road • Ann Arbor, MI 48103-1599

(734) 665-2123

FAX: (734) 665-0825

email: sciogeneral@twp.scio.mi.us

Charles D. Nielsen
Supervisor

AGENDA 3-12-07

ITEM J-1

SUMMARY OF BILLS AND PAYROLL

12-Mar-07

Payroll Check Register	02/28/07	\$33,758.29	Bi-weekly payroll processing
		\$33,758.29	GROSS PAYROLL TOTAL
Account Payable Check Register	03/13/07	\$295,396.65	
		\$329,154.94	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS
Summary Items from Bills & Payroll		Amount	Comments

**ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS
DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED**

"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."

VENDOR APPROVAL SUMMARY REPORT

Date: 03/07/2007

Time: 10:28am

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
A-1 RENTAL	A-1 RENTAL	SEWER AUGER	395.00	0.00
A.R. BROUWER	A.R. BROUW	DPW & SALT BUILDING	190,567.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CREDIT	530.20	0.00
ANN ARBOR TECHNICAL SERVICES	A2 TECHNIC	LABORATORY SERVICES	120.00	0.00
ARBOR MITCHELL CORP	ARBOR MITC	WWTP	37.60	0.00
AT&T	AT&T	734 426 4572 813 0	1,213.59	0.00
AUTOMOTIVE SERVICE CO	AUTO	STROBE TUBE	97.44	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	PUBLIC PARKS MAPPING	750.00	0.00
CHAMPION WATER TREATMENT	CHAMPION W	VILLAGE OFFICE	24.00	0.00
CINTAS CORPORATION	CINTAS	WWTP	619.48	0.00
COMFORT ZONE MECHANICAL	COMFORT ZO	PILOT LIGHT	87.50	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	DIESEL MIX	2,330.26	0.00
CULLIGAN WATER CONDITIONING	CULLIGAN	RENTAL PE CO	167.92	0.00
DEXTER COMMUNITY SCHOOLS	DEX SCHOOL	PULIC SAFETY 07/01-06/30/07	51,138.00	0.00
DEXTER HISTORICAL SOCIETY	DEX	ANNUAL CONTRIBUTION	250.00	0.00
DEXTER INVESTMENTS ASSOC.	LUNDY	1ST QUARTER 2007	150.00	0.00
DEXTER SENIOR CITIZENS CENTER	DEX SENIOR	MARCH RENT	200.00	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	HYD FLUID	164.91	0.00
ANDREA DORNEY	DORNEY/AND	CLOTHING ALLOWANCE	243.60	0.00
DTE ENERGY	DET EDISON	LINE EXTENTION	1,981.43	0.00
DTE ENERGY OUTDOOR LIGHTING	DTE OUTDOO	3219 953 0018 3	10.82	0.00
DYKEMA GOSSETT PLLC	DYKEMA	JAN 07' SERVICE	4,230.00	0.00
ENGAN-TOOLEY-DOYLE & ASSOC.	ENGAN	PET LITTER BAGS	108.00	0.00
GRAINGER	GRAING	HEATER SERVICE KIT	53.19	0.00
GRISSOM JANITORIAL	GRISSOM	FEB 07' SERVICE	320.00	0.00
HACKNEY HARDWARE	HACKNEY	credit	87.55	0.00
LESSORS WELDING SUPPLY	LESSORS	ACETYLENE/OXYGEN	10.35	0.00
MASTERCRAFT PLUMBING	MASTERCRAF	POLICE STATION SERVICE CALL	127.50	0.00
MCI	MCI	LONG DISTANCE SERVICE	13.10	0.00
MICHIGAN DEPT OF STATE	MICHIGAN D	LICENSE PLATES	65.00	0.00
MICHIGAN PIPE & VALVE, INC.	MI PIPE	MAIN BREAK	807.26	0.00
MICHIGAN WATERWORKS	MICH WATER	JOB DEXTER	500.00	0.00
MILLER, CANFIELD, PADDOCK &	MILLER CAN	425 AGREEMENT	1,598.75	0.00
MORTON SALT	MORTON SAL	SALT	1,953.85	0.00
MUNICIPAL SUPPLY CO.	MUNI SUPPL	FULL SEAL CLAMP	1,075.27	0.00
NATIONAL CITY BANK	NAT CITY P	MARCH 07'	650.00	0.00
ORBIT COMMUNICATIONS	ORBIT	MISC	17.41	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	TIRE PLUGS	151.97	0.00
RADTKE TRUCKING, LLC	ROY R	SAND	240.00	0.00
RITE-TECH ENTERPRISES INC.	RITE TECH	LABOR/PARTS	1,963.42	0.00
S.F. STRONG	SF STRONG	APRIL SOFT	956.24	0.00
LARRY C. SEBRING	SEBRING/LA	CLOTHING ALLOWANCE	124.32	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	OFFICE SUPPLIES	427.51	0.00
TECH RESOURCES, INC.	TECH RESOU	SERVICE CALL	281.25	0.00
UIS PROGRAMMABLE SERVICES INC	UIS PROGRA	CONTRACTED AMOUNT	8,175.30	0.00
UNIQUE PAVING MATERIALS	UN	BULK	339.92	0.00
WASHTENAW COUNTY ROAD	W CTY ROAD	RECONSTRUCT BRIDGE/REMOVE DAM	18,624.41	0.00
WESERN WASH. AREA VALUE EXP.	WAVE	PUBLIC TRANSPORTATION	1,416.33	0.00
Grand Total:			295,396.65	0.00

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Council						
101-101.000-943.000	Council Ch	DEXTER SENIOR CITIZENS CENTER	0		03/05/2007	150.00
		MARCH RENT		03/05/07		
101-101.000-956.000	Council Di	DEXTER COMMUNITY SCHOOLS	0		03/05/2007	115.00
		CITY STUDY GROUP		84E		
		Total Village Council				265.00
Dept: Attorney						
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC	0		03/05/2007	4,230.00
		JAN 07' SERVICE		1145961		
		Total Attorney				4,230.00
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	HACKNEY HARDWARE	0		03/06/2007	3.99
		MOUNTING		777574		
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE	0		03/06/2007	427.51
		OFFICE SUPPLIES		8006280700		
101-265.000-803.000	Contracted	TECH RESOURCES, INC.	0		03/06/2007	281.25
		SERVICE CALL		5555		
101-265.000-920.000	Utilities	AT&T	0		03/05/2007	350.58
		734 426 8303 494 6				
101-265.000-920.001	Telephones	ORBIT COMMUNICATIONS	0		03/06/2007	17.41
		MISC		03/06/07		
101-265.000-935.000	Bldg Maint	CINTAS CORPORATION	0		03/06/2007	37.70
		OFFICE		300408702		
101-265.000-935.000	Bldg Maint	CINTAS CORPORATION	0		03/06/2007	37.70
		OFFICE		300420772		
101-265.000-935.001	Office Cle	GRISSOM JANITORIAL	0		03/05/2007	320.00
		FEB 07' SERVICE		139		
101-265.000-937.000	Equip Main	COMFORT ZONE MECHANICAL	0		03/05/2007	87.50
		PILOT LIGHT		3975		
101-265.000-943.001	Office Spa	DEXTER INVESTMENTS ASSOC.	0		03/05/2007	150.00
		1ST QUARTER 2007		03/05/07		
101-265.000-943.001	Office Spa	NATIONAL CITY BANK	0		03/06/2007	650.00
		MARCH 07'		03/06/07		
101-265.000-955.000	Miscellaneous	CHAMPION WATER TREATMENT	0		03/05/2007	24.00
		VILLAGE OFFICE		34486		
101-265.000-977.000	Equipment	HACKNEY HARDWARE	0		03/06/2007	46.99
		HUMIDIFIER		777322		
		Total Buildings & Grounds				2,434.63
Dept: Village Tree Program						
101-285.000-803.000	Contracted	MILLER, CANFIELD, PADDOCK &	0		03/06/2007	1,598.75
		425 AGREEMENT		882084		
		Total Village Tree Program				1,598.75
Dept: Law Enforcement						
101-301.000-803.001	DCS Office	DEXTER COMMUNITY SCHOOLS	0		03/05/2007	51,023.00
		PULIC SAFETY 07/01-06/30/07				
101-301.000-935.000	Bldg Maint	MASTERCRAFT PLUMBING	0		03/05/2007	127.50
		POLICE STATION SERVICE CALL		9282		
		Total Law Enforcement				51,150.50
Dept: Planning Department						
101-400.000-802.000	Profession	CARLISLE-WORTHAN ASSOCIATES	0		03/05/2007	390.00
		SERVICES FOR JANUARY		272-123		
		Total Planning Department				390.00
Dept: Department of Public Works						
101-441.000-740.000	Operating	ARBOR MITCHELL CORP	0		03/06/2007	37.60
		WWT		222017		
101-441.000-740.000	Operating	A-1 RENTAL	0		03/06/2007	70.00
		SEWER AUGER		AR392785		
101-441.000-740.000	Operating	HACKNEY HARDWARE	0		03/06/2007	11.99
		BUNGEE CORDS		777277		
101-441.000-740.000	Operating	HACKNEY HARDWARE	0		03/06/2007	7.27
		GLOVES		777329		
101-441.000-740.000	Operating	HACKNEY HARDWARE	0		03/06/2007	13.57
		WRENCH		777495		
101-441.000-740.000	Operating	LESSORS WELDING SUPPLY	0		03/06/2007	10.35
		ACETYLENE/OXYGEN		153939		

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Department of Public Works								
		101-441.000-740.000	Operating	S.F. STRONG APRIL SOFT	0	134373	03/06/2007	54.72
		101-441.000-740.000	Operating	HACKNEY HARDWARE credit	0	CREDIT	03/07/2007	-281.79
		101-441.000-745.000	Uniform Al	CINTAS CORPORATION DPW	0	300405657	03/06/2007	60.45
		101-441.000-745.000	Uniform Al	CINTAS CORPORATION DPW	0	300411670	03/06/2007	60.45
		101-441.000-745.000	Uniform Al	CINTAS CORPORATION DPW	0	300417658	03/06/2007	60.45
		101-441.000-745.000	Uniform Al	CINTAS CORPORATION DPW	0	300423720	03/06/2007	60.45
		101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY DIESEL MIX	0	1417384	03/06/2007	760.38
		101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY DIESEL MIX	0	1417915	03/06/2007	454.90
		101-441.000-920.000	Utilities	AT&T 734 426 8530 570 8	0	03/05/07	03/05/2007	149.32
		101-441.000-937.000	Equip Main	HACKNEY HARDWARE TORCH TRIGGER	0	776937	03/05/2007	68.45
		101-441.000-937.000	Equip Main	HACKNEY HARDWARE TERM SNAPPLG16	0	776938	03/06/2007	1.99
		101-441.000-937.000	Equip Main	HACKNEY HARDWARE GLOVES	0	776941	03/06/2007	8.99
		101-441.000-939.000	Vehicle Ma	AUTOMOTIVE SERVICE CO STROBE TUBE	0	27280	03/05/2007	97.44
		101-441.000-939.000	Vehicle Ma	DIUBLE EQUIPMENT INCORPORATED HYD FLUID	0	37672	03/05/2007	138.88
		101-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY WINTER BLADE	0	351591	03/06/2007	31.96
		101-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY TIRE PLUGS	0	352083	03/06/2007	13.47
		101-441.000-939.000	Vehicle Ma	RITE-TECH ENTERPRISES INC. LABOR/PARTS	0	4509	03/06/2007	1,963.42
		101-441.000-955.000	Miscellaneous	MICHIGAN DEPT OF STATE LICENSE PLATES	0	03/06/07	03/06/2007	40.00
Total Department of Public Works								3,894.71
Dept: Downtown Public Works								
		101-442.000-740.000	Operating	S.F. STRONG DPW	0	134304	03/06/2007	152.24
		101-442.000-740.000	Operating	S.F. STRONG CALCIUM CHLORIDE ICE	0	134303	03/06/2007	749.28
		101-442.000-802.000	Profession	DEXTER SENIOR CITIZENS CENTER MARCH RENT	0	03/05/07	03/05/2007	50.00
Total Downtown Public Works								951.52
Dept: Solid Waste								
		101-528.000-740.000	Operating	DIUBLE EQUIPMENT INCORPORATED LINK CHAIN	0	37986	03/05/2007	26.03
Total Solid Waste								26.03
Dept: Parks & Recreation								
		101-751.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES PUBLIC PARKS MAPPING	0	272-124	03/05/2007	360.00
		101-751.000-977.000	Equipment	ENGAN-TOOLEY-DOYLE & ASSOC. PET LITTER BAGS	0	03/05/07	03/05/2007	108.00
Total Parks & Recreation								468.00
Dept: Contributions								
		101-875.000-965.001	CATS	WESERN WASH. AREA VALUE EXP. PUBLIC TRANSPORTATION	0	03/06/07	03/06/2007	833.00
		101-875.000-965.002	Community	DEXTER HISTORICAL SOCIETY ANNUAL CONTRIBUTION	0	03/05/07	03/05/2007	250.00
		101-875.000-965.004	WAVE	WESERN WASH. AREA VALUE EXP. PUBLIC TRANSPORTATION	0	03/06/07	03/06/2007	583.33
Total Contributions								1,666.33

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date		
Fund: General Fund							Fund Total 67,075.47
Fund: Major Streets Fund							
Dept: Contracted Road Construction							
202-451.000-974.007	Washtenaw	WASHTENAW COUNTY ROAD RECONSTRUCT BRIDGE/REMOVE DAM	0	460-008-693-01	03/06/2007	18,624.41	
						Total Contracted Road Construction	18,624.41
Dept: Routine Maintenance							
202-463.000-740.000	Operating	UNIQUE PAVING MATERIALS BULK	0	172070	03/06/2007	339.92	
202-463.000-740.000	Operating	RADTKE TRUCKING, LLC SAND	0	03/06/07	03/06/2007	240.00	
						Total Routine Maintenance	579.92
Dept: Winter Maintenance							
202-478.000-740.000	Operating	MORTON SALT SALT	0	196801	03/06/2007	1,953.85	
						Total Winter Maintenance	1,953.85
						Fund Total	21,158.18
Fund: Special Projects Fund							
Dept: DPW Building							
401-902.000-974.006	DPW Constr	DTE ENERGY LINE EXTENTION	0	728170/8	03/06/2007	1,920.50	
401-902.000-974.006	DPW Constr	A.R. BROUWER DPW & SALT BUILDING	0	1394	03/06/2007	190,567.00	
						Total DPW Building	192,487.50
						Fund Total	192,487.50
Fund: Sewer Enterprise Fund							
Dept: Sewer Utilities Department							
590-548.000-740.000	Operating	GRAINGER HEATER SERVICE KIT	0	9298613549	03/05/2007	53.19	
590-548.000-740.000	Operating	HACKNEY HARDWARE SIMPLE GREEN	0	777143	03/06/2007	21.98	
590-548.000-740.000	Operating	HACKNEY HARDWARE PLUMBING SUPPLIES	0	777429	03/06/2007	1.98	
590-548.000-740.000	Operating	HACKNEY HARDWARE HOSE CLAMP	0	777431	03/06/2007	5.94	
590-548.000-740.000	Operating	HACKNEY HARDWARE HEATER /FAN	0	777738	03/06/2007	114.98	
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	0375330	03/05/2007	950.20	
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION CREDIT	0	0375331	03/06/2007	-420.00	
590-548.000-743.000	Chem Lab	CULLIGAN WATER CONDITIONING RENTAL PE CO	0	12563920	03/05/2007	167.92	
590-548.000-745.000	Uniform Al	ANDREA DORNEY CLOTHING ALLOWANCE	0	03/05/07	03/05/2007	243.60	
590-548.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300405658	03/06/2007	38.93	
590-548.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300411671	03/06/2007	38.93	
590-548.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300417659	03/06/2007	38.93	
590-548.000-745.000	Uniform Al	CINTAS CORPORATION WWTP	0	300423721	03/06/2007	38.93	
590-548.000-751.000	Gasoline &	CORRIGAN OIL COMPANY NO LEAD	0	1417383	03/06/2007	600.70	
590-548.000-802.000	Profession	UIS PROGRAMMABLE SERVICES INC CONTRACTED AMOUNT	0	530330183	03/06/2007	8,175.30	
590-548.000-824.000	Testing &	ANN ARBOR TECHNICAL SERVICES LABORATORY SERVICES	0	2625	03/06/2007	120.00	
590-548.000-920.000	Utilities	DTE ENERGY 3219 953 0001 9	0		03/05/2007	60.93	

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: Sewer Enterprise Fund							
Dept: Sewer Utilities Department							
590-548.000-920.001	Telephones	AT&T		0		03/06/2007	471.04
		734 426 4572 813 0			03/06/07		
590-548.000-920.001	Telephones	MCI		0		03/06/2007	13.10
		LONG DISTANCE SERVICE			03/06/07		
590-548.000-937.000	Equip Main	HACKNEY HARDWARE		0		03/06/2007	9.77
		TUBING			777180		
590-548.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY		0		03/06/2007	15.38
		OIL			351847		
590-548.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY		0		03/06/2007	86.38
		BLOCK HEATER			351196		
590-548.000-977.000	Equipment	A-1 RENTAL		0		03/06/2007	325.00
		KEROSENE			AR392689		
Total Sewer Utilities Department							11,173.11
Fund Total							11,173.11
Fund: Water Enterprise Fund							
Dept: Water Utilities Department							
591-556.000-740.000	Operating	HACKNEY HARDWARE		0		03/06/2007	47.96
		SHOVEL			776966		
591-556.000-740.000	Operating	HACKNEY HARDWARE		0		03/06/2007	3.49
		TORCH			777120		
591-556.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY		0		03/06/2007	4.78
		WASHER			352034		
591-556.000-745.000	Uniform Al	LARRY C. SEBRING		0		03/06/2007	124.32
		CLOTHING ALLOWANCE			03/06/07		
591-556.000-745.000	Uniform Al	CINTAS CORPORATION		0		03/06/2007	36.64
		WWTP			300405658		
591-556.000-745.000	Uniform Al	CINTAS CORPORATION		0		03/06/2007	36.64
		WWTP			300411671		
591-556.000-745.000	Uniform Al	CINTAS CORPORATION		0		03/06/2007	36.64
		WWTP			300417659		
591-556.000-745.000	Uniform Al	CINTAS CORPORATION		0		03/06/2007	36.64
		WWTP			300423721		
591-556.000-751.000	Gasoline &	CORRIGAN OIL COMPANY		0		03/06/2007	514.28
		NO LEAD			1417914		
591-556.000-802.000	Profession	MICHIGAN WATERWORKS		0		03/06/2007	500.00
		JOB DEXTER			235		
591-556.000-920.000	Utilities	DTE ENERGY OUTDOOR LIGHTING		0		03/05/2007	10.82
		3219 953 0018 3			03/05/07		
591-556.000-920.001	Telephones	AT&T		0		03/06/2007	242.65
		734 426 4572 813 0			03/06/07		
591-556.000-955.000	Miscellaneous	MICHIGAN DEPT OF STATE		0		03/06/2007	25.00
		LICENSE PLATES			03/06/07		
591-556.000-977.000	Equipment	MICHIGAN PIPE & VALVE, INC.		0		03/06/2007	807.26
		MAIN BREAK			62908		
591-556.000-977.000	Equipment	MUNICIPAL SUPPLY CO.		0		03/06/2007	1,075.27
		FULL SEAL CLAMP			49612		
Total Water Utilities Department							3,502.39
Fund Total							3,502.39
Grand Total							295,396.65

THE **A**ERICAN LEGION
8225 DEXTER-CHELSEA ROAD
DEXTER, MICHIGAN 48130
POST 557



AGENDA 3-12-07

ITEM J-243

March 1, 2007

To: Dexter Village Council

Re: Poppy Days and the Memorial Day Parade

The Dexter American Legion Post # 557 has two requests of the village council. First, we would like permission to offer poppies on the sidewalks of Dexter on Friday, May 18, and Saturday, May 19, 2007. Second, we would like permission to host the 59th annual Memorial Day parade and festivities on May 28, 2007. The parade will commence at 10 a.m. and would follow the same route as in the past with the assistance of the Sheriff Dept. We would like the village president to ride with us in the parade and appear on the gazebo to issue his proclamation for the day.

Thank you very much for your consideration of these worthwhile events for the community of Dexter.

Larry Stalker
Adjutant Post # 557

THE **A**ERICAN LEGION
8225 DEXTER-CHELSEA ROAD
DEXTER, MICHIGAN 48130
POST 557



March 1, 2007

To: Dexter village president

Re: Proclamation for Memorial Day 2007

**WHEREAS: WE HOLD IN HIGHEST ESTEEM
THE MEN AND WOMEN WHO HAVE SERVED
THEIR COUNTRY, AND**

**WHEREAS: WE WISH TO PAY TRIBUTE TO
THOSE WHO HAVE MADE THE SUPREME
SACRIFICE IN DEFENSE OF THEIR
COUNTRY, AND**

**WHEREAS: DEXTER POST # 557 THE
AMERICAN LEGION HAS FOR THE PAST 59
YEARS PLANNED AND COORDINATED THE
DEXTER AREA MEMORIAL DAY PROGRAM,
AND THE PEOPLE OF OUR COMMUNITY
THINK HIGHLY OF THIS OBSERVANCE,**

**THEREFORE: BY VIRTURE OF MY OFFICE
AND IN THE BEST INTEREST OF THE
VILLAGE OF DEXTER, I PROCLAIM MAY**

**28, 2007 AS MEMORIAL DAY AND INVITE
EACH ONE OF YOU TO BE A PART OF THE
DEXTER MEMORIAL DAY PROGRAM..**

AGENDA 3-12-07

Knights of Columbus ~~ITEM~~ J-4



John G. Finke
Grand Knight
6205 Watson Dr.
Pinckney, MI 48169
Phone: (734) 498-2109
E-mail: jfinke@charter.net

DEXTER COUNCIL, No. 2959
8265 Dexter-Chelsea Rd.
Dexter, Michigan 48130
Phone/Fax: (734) 426-5558
E-mail: dexterkofc@ameritech.net

David M. Miley,
Financial Secretary
4710 Cameron Circle
Dexter, MI 48130
Phone: (734) 424-2717
Fax: (734) 426-5302

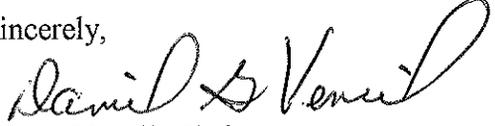
February 20, 2007

Dear Council Members;

In past years the Village of Dexter has been kind enough to let members of the Knights of Columbus sell tootsie rolls on the sidewalks of the village to help raise funds in support of the mentally impaired. We have contributed at least 50% of all money raised to help support the *special education programs in the Dexter School District*. The remaining funds are donated to the *St. Louis Boys School in Chelsea*.

This year's *Tootsie Roll Drive* is slated for **March 30th, 31st and April 1st**.

We hope you can see it in your hearts to grant us permission again, this year, to allow us to raise funds for a very worthy cause. Please call me, should you have any questions concerning this fundraiser. I may be contacted at (734)320-4744 or at, (734)424-9434 after 6pm.

Sincerely,

Daniel Vencil, Chairman
Dexter Knights of Columbus
Council No. 2959



AGENDA 3-12-07
ITEM 5-5
VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

APPLICATION FOR MISCELLANEOUS USE OF RIGHT-OF-WAY for Special Events

DESCRIPTION OF EVENT: Dexter - Ann Arbor Run FEE: \$50 REC#

DATE REQUESTED:	<u>Sunday June 3, 2007</u>
TYPE OF EVENT:	<u>Running Road Race</u>
DESIRED LOCATION OF EVENT:	<u>thru downtown Dexter (see map)</u>
TIME: (START AND FINISH)	<u>8:30 - 9:03</u>
SCHEDULE OF EVENTS:	PLEASE ATTACH DETAILED EVENTS/TIMES/LOCATION
BUSINESS OR ORGANIZATION NAME AND ADDRESS:	<u>Ann Arbor Track Club 2045 McKinley, Ypsilanti, MI 48197</u>
CONTACT NAME AND PHONE: (please list 2 contacts)	<u>Hal Wolfe - race director / Jo Darlington - Club Pr 734-487-5616 734-769-1925</u>
RAIN DATE:	<u>No rain date - requesting provision for 1hr delay</u>
FOR ROAD CLOSURE LIST ROUTE AND CLOSURE TIMES (Consult with the WCSD for requirements)	<u>see attached map & chart</u>
INSURANCE CO: (ATTACH COPY OF POLICY)	<u>Diller - Smith & Assoc.</u>
OTHER:	
EMERGENCY RESPONSE CONTACT:	<u>Hal Wolfe Jolie Hilschen (Medical) 734-487-5616-hm 734-330-0138 - cell</u>

NAME AND SIGNATURE OF FIRE AND POLICE OFFICIALS NOTIFIED OF EVENT
(Attach agreements):

Sgt. Brian Filipiak
Print name/Washtenaw County Sheriff Official

Signature of Official

Chief Lorn Yates
Print name/Fire Department Official

Signature of Official

FOR OFFICE USE ONLY

DATE APPROVED BY COUNCIL:	
DATE APPROVED BY VILLAGE:	



DEXTER - ANN ARBOR RUN

Hal Wolfe, DxA² Race Director
 2045 McKinley, Ypsilanti, MI 48197
 (734) 487-5616 wk: (313) 845-5204
 e-mail: runlikehal@yahoo.com

February 2, 2007

Dexter Village Council
 8140 Main Street
 Dexter, MI 48130

Re: 2007 Dexter-Ann Arbor Run: Sunday June 3rd

Dear Council Members,

I am the new race director for the Dexter-Ann Arbor Run. I am soliciting your approval for the required road closures for the annual event. I am making a change to the start time of the half marathon which should decrease the impact on Dexter Churchgoers. Here are the particulars:

- Race date: Sunday June 3rd, 2007.
- Start will still be at Creekside Intermediate.
- Same course down Huron River Drive staffed by Sheriff, Police & volunteers.
- Insurance is provided by the AATC via Diller-Smith & Assoc.
- **8:50 AM start time requested, meaning no runners will enter Dexter Village's downtown area (Main St.) prior to 9:00 AM.**
- **Mast/Joy/HRDr will reopen at 9:21 AM**
 (This should minimize the adverse impact on the Methodist Church specifically, (and all other churches as well, including St. Andrews.)
- Road closure of Huron River Drive will be from 7 AM until 11 AM.
 (All residents living along Huron River Drive will be notified by mail of the race.)
- **We are also requesting one other minor change – a provision for up to a one hour severe weather delay.** (This has already been passed by Scio & AA Townships and the City of Ann Arbor. See attached sheet.)

I am working with Sgt. Brian Filipiak just as former race director Lew Kidder did. We will use the exact same plan for road closures combining police and volunteer course marshal support, and minimize the duration of the closure of every intersection. Here are the details:

Baker Road from Hudson to Dongara	closed from 8:35 – 8:55 AM
Shield Road from Baker to Parker	closed from 8:45 – 9:00 AM
Parker Road from Shield to Dexter-Chelsea	closed from 8:50 – 9:08 AM
Dexter-Chelsea from Parker to Island Lake	closed from 8:55 – 9:05 AM
Island Lake/Ann Arbor from D.C. to Central	closed from 8:58 – 9:08 AM
Main/Central from A.A. to H.R.Dr.	closed from 8:58 – 9:21 AM

I have already met with Dexter Methodist Church and St. Andrews Church, but will also contact the other 3 and make sure they are reminded of the race and are fully aware of the time change (which should have little impact on those three).

I have already forwarded this plan to Sgt. Filipiak and discussed it with him, and have done the same with Fire Chief Yates.

I feel that the change in race start time will be beneficial to both the Dexter-Ann Arbor Run and the Village of Dexter. Please contact me if there are any questions or issues with the proposed plan. Thank you for your consideration and cooperation.

Sincerely,

Hal Wolfe

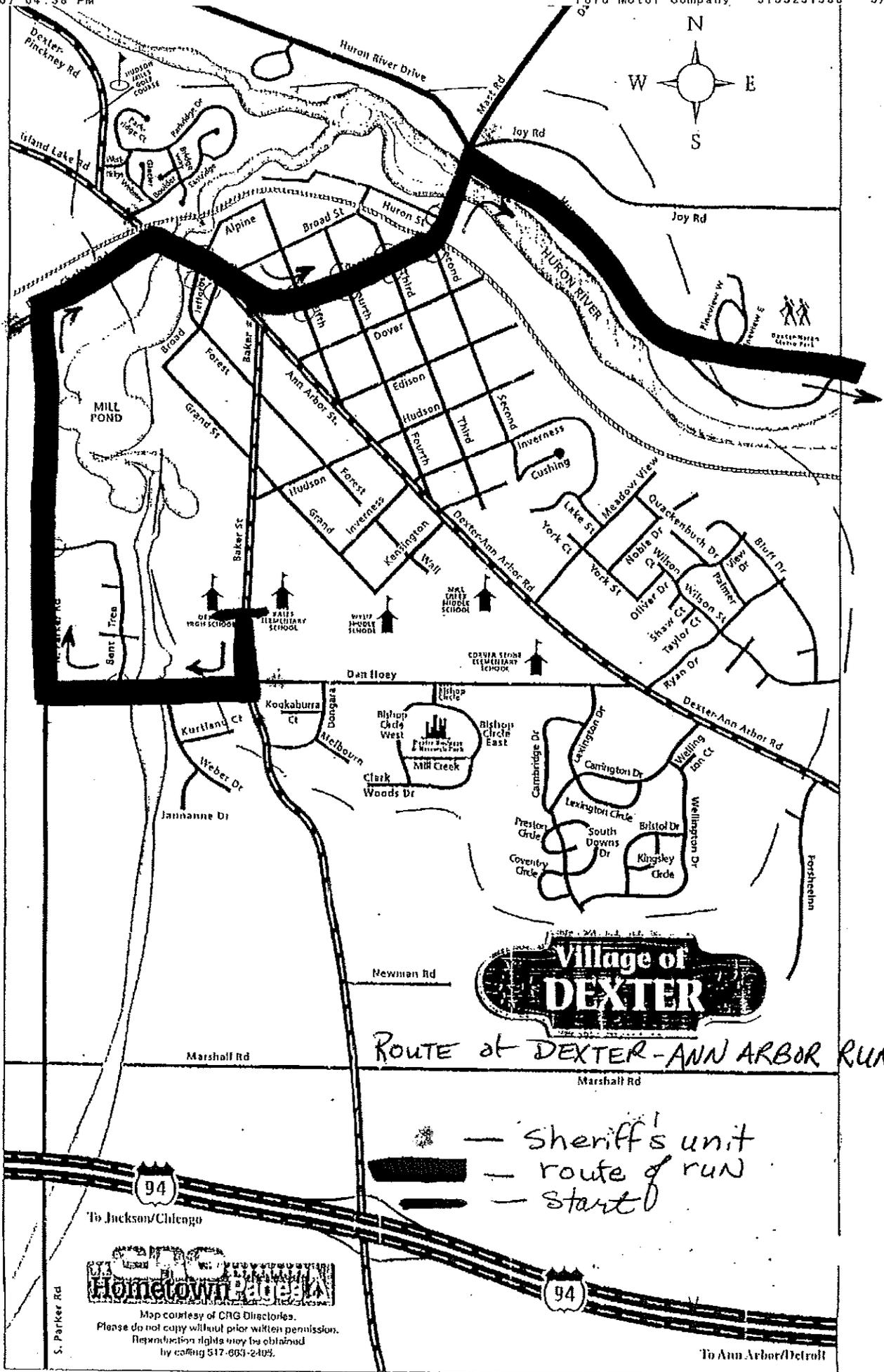
ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/16/2007
PRODUCER (260)482-5455 FAX: (260)483-6297 EGL Insurance - Diller-Smith Office 2526 Scottswolde P.O. Box 8517 Fort Wayne IN 46898		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED ROAD RUNNERS CLUB OF AMERICA AND ITS MEMBER CLUBS 8965 GUILFORD ROAD, SUITE 150 COLUMBIA MD 21046		INSURERS AFFORDING COVERAGE INSURER A: GREAT AMERICAN ASSURANCE 26344 INSURER B: NATIONWIDE LIFE INSURANCE 70750 INSURER C: INSURER D: INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LEGAL LIAB. TO PART. \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MAC0000568960002	12/31/2006 12:01 AM	12/31/2007 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MAC0000568960002	12/31/2006 12:01 AM	12/31/2007 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
B		OTHER EXCESS ACCIDENT & MEDICAL	SPX0000002408400	12/31/2006 12:01 AM	12/31/2007 12:01 AM	EXCESS MEDICAL: \$10,000 \$250 DEDUCTIBLE: PER CLAIM AD & SPECIFIC LOSS \$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
 DATE & EVENT: 06/03/07 DEXTER-ANN ARBOR RUN
 INSURED CLUB: ANN ARBOR TRACK CLUB, ATTN: HAL WOLFE; 2045 MCKINLEY; YPSILANTI, MI 48197

CERTIFICATE HOLDER (734) 426-5614 06/03/07 VILLAGE OF DEXTER ATTN: ALLISON BISHOP 8140 MAIN STREET DEXTER, MI 48130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE John Lefever/JRM
---	---



Village of
DEXTER

ROUTE of DEXTER-ANN ARBOR RUN

- ★ — Sheriff's unit
- route of run
- start

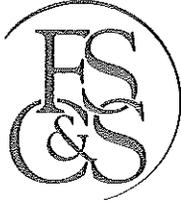


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S. Parker Rd

To Ann Arbor/Detroit

FOSTER,
SWIFT,
COLLINS &
SMITH, P.C.
Attorneys at Law



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GRAND RAPIDS:
Suite 200
1700 East Beltline, N.E.
Grand Rapids, MI 49525-2076
PH: 616.726.2200
FX: 616.726.2299

Walter S. Foster
1878-1961
Richard B. Foster
1908-1996
Theodore W. Swift
1928-2000
John L. Collins
1926-2001

Webb A. Smith
Allan J. Claypool
Gary J. McRay
Stephen I. Jurmu
William K. Fahey
Stephen O. Schultz
Scott A. Storey
Charles A. Janssen
Charles E. Barbieri

James B. Jensen, Jr.
Scott L. Mandel
Michael D. Sanders
Sherry A. Stein
Brent A. Titus
Brian A. Kaser
Robert E. McFarland
Stephen J. Lowney
Jean G. Shtokal
Brian G. Goodenough
Matt G. Hrebec
Eric E. Doster
Stephen J. Rhodes
Melissa J. Jackson
Steven H. Lasher
Nancy L. Kahn
Deanna Swisher
Mark J. Burzych

Alan G. Gilchrist
Thomas R. Meagher
Douglas A. Mielock
Scott A. Chernich
Donald E. Martin
Paul J. Millenbach
Dirk H. Beckwith
Brian J. Renaud
Bruce A. Vande Vusse
Lynwood P. VandenBosch
Lawrence Korolewicz
James B. Doezema
Alan T. Rogalski
Francis G. Seyferth
Anne M. Seuryneck
Richard L. Hillman
Andrea J. Hool
Steven L. Owen

AGENDA 3-12-07

Jennifer Kildea Dewane
John E. Nuccci
Francis C. Wood
Michael D. Homio
Keith A. Castora
Randall L. Harbour
David M. Lick
Deborah J. Williamson
Rebecca S. Davies
Claire V. Groen
Robert J. McCullen
Glen A. Schmiege
Michael G. Harrison
Frederick B. Bellamy
Gilbert M. Frimet
Mark J. Colon
Robert C. Greene
Scott H. Hogan

Peter R. Tolley
Craig R. Petersen
George L. McCargar, III
K-1
Kirsten M. McWelly
Emily L. Matthews
Benjamin J. Price
Ronald D. Richards, Jr.
Joseph E. Kozely
Pamela C. Dausman
Terrence G. Quinn
Jacqueline E. Bayley
Dana M. Bennett
Radhika P. Drake
Todd W. Hoppe
Sarah J. Gabis
Larry R. Jensen, Jr.
Alison R. Lievens
Eleanore M. Schroeder

Philip E. Hamilton
John W. Inhulsen
Andrew C. Vredenburg
Amanda Garcia-Williams
Zachary W. Behler
Christopher W. Braverman
Derek A. Walters

Of Counsel
Lawrence B. Lindemer
David VanderHaagen
Allan O. Maki

Writer's Direct Phone: (517) 371-8150
E-Mail: wfahey@fosterswift.com
Desktop Fax: (517) 367-7150

Reply To: Lansing Office

March 2, 2007

Via Facsimile and First Class Mail

Mr. Jim Seta, President
Village of Dexter
8140 Main Street
Dexter, MI 48130-1092

Dear President Seta:

RE: "Promulgation of Annexation Policy"

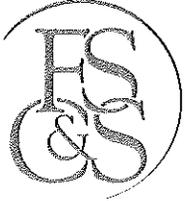
Scio Township has directed our attention to recent actions by the Village Council in regard to proposed annexation of certain territory within the Township. The agenda for the Council's February 26, 2007 meeting contained materials referring to an alleged "1981 promulgation of annexation agreement with Scio Township." This firm represents the Township, and we have been asked to communicate the Township's position on this matter.

We assume that the Council's agenda meant to refer to the "Promulgation of Annexation Policy" that was signed by the Scio Township Supervisor and Clerk, as well as by the Village of Dexter President and Clerk on June 23, 1981. For the reasons discussed below, that document is not a valid "agreement" of any kind, and is not binding on the present Township Board.

In a recent case, the Michigan Court of Appeals explained that a township board may not bind future boards in matters involving the exercise of legislative power:

"However, while a township board may, by contract, bind future boards in matters of a business or proprietary nature, a township board may not contract away its legislative powers. The true test is whether the contract itself deprives a governing body or its successor of a discretion which public policy demands should be left unimpaired." *Inverness Mobile Home Community, Ltd v Bedford Twp*, 263 Mich App 241, 248; 687 NW2d 869 (2004).

Mr. Jim Seta, President
March 2, 2007
Page 2



A township board unquestionably has legislative authority to support or oppose any particular proposed annexation. It is also clear that the Township Board's exercise of its authority to support or oppose an annexation is a matter of legislative discretion, not a "matter of a business or proprietary nature."

The annexation of territory from a township to a general law village is governed by MCL 74.6. That section requires that the village council, if it desires to commence an annexation, must file a petition with the County Board of Commissioners. Before approving the annexation, the Board of the Commissioners must allow "all parties interested" to appear and be heard concerning the proposed change of the Village boundary. The Township would clearly be one of the "parties interested" by such a proposed annexation, as would the residents and property owners within the area proposed to be annexed and the balance of the Township. Therefore, the Township Board in office at the time of the proposed annexation has legislative discretion to either support or oppose the proposed annexation, and its legislative discretion cannot be impaired or limited by a "policy" declaration made by former Township officials.

The 1981 "Promulgation of Annexation Policy" purports to bind a future township board to take a position in favor of a future annexation. Since a past board cannot bind a future board to such an exercise of legislative discretion, the "Promulgation of Annexation Policy" is not valid and binding on the present Township Board.

The 1981 "Promulgation of Annexation Policy" is also not a binding "agreement" because it lacks both consideration and mutuality. Consideration is lacking because, under the "Promulgation of Annexation Policy," the Township received nothing in exchange for its 1981 policy statement. The "Promulgation of Annexation Policy" lacks mutuality because, under that document, nothing prohibits the Village from seeking to annex even more territory than the document describes. As a matter of fundamental contract law, such a document that is lacking in consideration and mutuality is not considered to be an "agreement" and is purely non-binding.

It appears that the drafter of the 1981 "Promulgation of Annexation Policy" contemplated the very clear possibility that the document would not be considered to be a valid and binding "agreement." In the introductory clause to that document, it states that the parties recognize that they would only "be bound by the same in their exercise of governmental authority insofar as practical, and not in conflict with the law."

We also note that the 1981 "Promulgation of Annexation Policy" was further amended in 1995 by a "Resolution of Mutual Cooperation," under which the Township and Village each resolved to jointly pursue and implement, "by March 31, 1996," the establishment of "common zones of interest along the border" and "joint policies for the governance of common zones of

Mr. Jim Seta, President
March 2, 2007
Page 3



interest." After establishing those, the Village and Township were also to have determined "by March 31, 1996 . . . whether the current border is appropriate." It is apparent that the agreed-upon deadline for accomplishing those conditions subsequent has long ago passed, and that the Village and Township have not been able to make such a determination. Therefore, the Village cannot in good conscience assume that the pre-existing, long-expired 1981 policy has any continuing force or effect.

We are mindful that the Village and Township have for some weeks now been discussing the possibility of the conditional transfer of certain other territory to the Village under 1984 PA 425. This is entirely an appropriate means for the Village to address potential changes in boundaries, and the Township has been negotiating with the Village to that possible end. It is unfortunate that, in the course of those discussions, the Village negotiators never even thought to mention the Village's apparent intent to pursue a forced annexation of other Township territory, apparently heedless of the wishes of the Township Board or the affected residents and landowners.

If the Village brings a forced annexation before the County Board of Commissioners, the Township Board intends to take the meritorious and strong position that the 1981 "Promulgation of Annexation Policy" is expired, superseded, invalid and non-binding, and specifically does not reflect the legislative discretion of the present Township Board. The Township Board further reserves its judgment with respect to any specific annexation proposal, however, since it is not possible for the Board to take a position until a proposal has been made and the facts are known.

Please do not hesitate to contact us at any time if you have any questions regarding the Township's position in this matter.

Very truly yours,

FOSTER, SWIFT, COLLINS & SMITH, P.C.

William K. Fahey

WKF:jkc

cc: Charles D. Nielsen, Township Supervisor
Kathleen P. Knol, Township Clerk
Darrell A. Fecho, Township Manager

Donna Dettling

From: Jim Seta [jseta@villageofdexter.org]
Sent: Monday, March 05, 2007 10:16 PM
To: Charles D. Nielsen; kknol@twp.scio.mi.us
Cc: Donna Dettling
Subject: Fw: Emailing: Bill Fahey letter re 1981 annex.pdf

Hello Charlie,

I just received the attached letter from your attorney, Bill Fahey regarding the 1981 Promulgation of Annexation Policy from 1981. Based on the feedback we received from some of your board members I am surprised Scio Township has taken this position. Over the course of discussing the Sloan Kingsley Farm this document has been brought up several times by Scio board members indicating this agreement indicates an "ultimate boundary" and we must abide by this agreement.

Upon reading the attached document I see your attorney indicated "we have been asked to communicate the Township's position on this matter." Can you please clarify when Scio Township discussed this publicly and please forward a copy of the minutes to me for review so I can share it with our board? Also, the letter indicates the "Promulgation of Annexation Policy" is expired, superseded, invalid and non-binding, and specifically does not reflect the legislative discretion of the present Township Board."

I look forward to a response on this matter so Dexter can determine the necessary next steps for pursuing annexation issues on any matter currently or in the future. The Dexter Council is planning to continue our discussion on this matter at our March 12, 2007, council meeting.

Please contact me if you have any additional comments or questions.

Regards,

Jim Seta
President, Village of Dexter
----- Forwarded Message -----

From: Donna Dettling <ddettling@villageofdexter.org>
To: Jim Seta (E-mail) <jwseta@yahoo.com>; Jim Seta (E-mail 2) <jim.seta@skf.com>
Sent: Monday, March 5, 2007 2:06:00 PM
Subject: Emailing: Bill Fahey letter re 1981 annex.pdf

<<Bill Fahey letter re 1981 annex.pdf>>

The message is ready to be sent with the following file or link attachments:

Bill Fahey letter re 1981 annex.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



March 7, 2007

Village of Dexter
8140 Main Street
Dexter, MI 48130

Attn: Donna Dettling
Village Manager

Re: 1981 Annexation Area
Water and Sewer Information

Dear Donna:

On February 12, OHM provided costs estimates to provide water and sewer infrastructure to the area considered for annexation. The Village Council reviewed the information and deliberated on the annexation decision at the Council meeting on February 26, 2007 and tabled the decision until additional information could be considered. OHM was asked to provide follow-up on some questions raised by the Council regarding the potential to service the area with public water and sewer in the future. Below is a detailed summary of several items to which we were asked to respond.

1. The Council discussed how these potential improvements would be funded and was concerned with the magnitude of the cost demonstrated for a per-parcel Special Assessment. We were asked to discuss how the funding would be approached and what options might be available.

It is our understanding that the action of annexing the area does not require *immediate* extension of water and sanitary services to the area. Instead, the infrastructure would likely be installed when the property owners of the area petition the Village to extend the utilities. This would probably be driven by failure of wells or septic in the area, future environmental requirements in response to some pollution, or development of parcels within the area. While the Village could cause the improvements to happen without petition from the residents, this would typically happen in reaction to some concern to the public health, safety, or welfare.

Given the above, if environmental issues caused the need for the infrastructure, it is likely that the infrastructure extension might qualify the area for some funding through the state or federal government. If it was development that was prompting the need, specific negotiations with the development to bear the cost and consider some form of payback could be explored. Finally, if the residents petitioned the Village to cause the improvements to happen, it may or may not be for the entire area in question. A smaller group of the landowners could bring a petition forward and a smaller project(s) could be considered specific to the property owners' request.

In the end, after consideration of any loan or grant monies, private development funds, or other costs savings, it is likely that the remaining costs would be assessed to the properties that receive benefit from the improvement through the creation of a Special Assessment District (SAD). While it was previously demonstrated what the cost would be on a per parcel basis with 104 parcels within the annexation area, it has been our experience that when the "benefit" is considered, often the assessment is made on a per REU basis based on future land use. While we understand that the 20-year land use map developed for the SRF Project Plan is not a formal land

use map, if the number of REUs shown on that map for this area was considered (276 REUs), the cost per year for a 20-yr assessment period with a 6% interest rate would be as follows:

	Total Assessment per Parcel	Annual Assessment per Parcel*	Total Assessment per REU	Annual Assessment per REU*
Sanitary Sewer	\$55,673.00	\$4,370.34	\$20,978.00	\$1,646.79
Water Main	\$25,385.00	\$1,992.69	\$9,565.00	\$750.87
<i>Total</i>	<i>\$81,058.00</i>	<i>\$6,363.03</i>	<i>\$30,543.00</i>	<i>\$2,397.66</i>

*Annual Assessment based on 20-yr payback with 6% interest.

2. While this particular 1981 Annexation area needs to be considered on its own merits, we were asked to consider what impact the area south of the annexation area, which is also under consideration for annexation, might have on the infrastructure in the 1981 Annexation area. Given the topography of the area, sewer infrastructure to service the area to the south would likely pass through the annexation area and could likely utilize the same pumping facility.

There would be infrastructure common to both projects, which if considered and designed appropriately, would provide an overall cost savings. These considerations should be explored in detail at the time either project might proceed, as they definitely have impact on each other. The same may hold true for the water infrastructure, although that will depend on the results of the current search by the Village for additional water supply.

3. The Council inquired as to completing sanitary flow metering of the Baker Road Sanitary Trunk Sewer to confirm existing capacity. The actual wastewater flows through the sewer will be measured when the Village begins sanitary flow monitoring in mid-March that was planned as part of the development for the SRF Project Plan.

As part of the 2005 Capacity Analysis and the development of the I-Track tool, flows through the Baker Road Trunk Sewer have been approximated. They were estimated through distribution of calculated REUs for proposed and existing developments, and through a theoretical distribution of the actual measured wastewater flows at the wastewater treatment plant. These calculated and theoretical flows suggest that the Baker Road Sanitary Trunk Sewer is near capacity. If actual metering data suggest that more capacity exists, the Baker Road Sanitary Trunk Sewer could be considered as an outlet, but would not eliminate the need for a pump station.

4. For comparison purposes, we were asked to compare the estimates for this project with the previous project that extended utilities for the Dexter High School on Parker Road. While the school project was built in 2001 and included 3,300 feet of water main and 5,000 feet of sanitary sewer and the current project includes 18,000 feet of water main and 14,000 feet of sanitary sewer, we adjusted the costs of the school project for inflation and size to make a rough comparison, and found that this supported the current estimates for this area. The details are as follows.

For the sanitary sewer costs, the average bid price from the School Sanitary Extension project was used for comparison purposes. This price of 2001 dollars was converted to 2007 dollars based on an average 2.3% yearly inflation rate, as reported by the U.S. Department of Labor. The cost was then extrapolated from a 5,000 linear foot project to a 14,000 linear foot project. By adding in a 15% contingency and 25% engineering to the school project costs, this results in a comparative total cost of \$5.5 million, which is slightly lower than the projected \$5.8 million cost in the current estimate. It should be noted that the price for the school project did not include the cost of the pump station (as the pump station costs were incurred by the school), which is included in the 1981 Annexation area project at approximately \$400,000.

The same procedure was used to compare the water main costs between the 2001 school project and this current project. The 2001 dollars were converted to 2007 dollars, the magnitude of the project was extrapolated from 3,300 linear feet to 18,000 linear feet, and contingencies and engineering costs were taken into account. This resulted in a comparative cost of the school's water main project of \$3.4 million when compared to the \$2.6 million estimated for the current project.

5. OHM was asked if there was any knowledge of an 80/20 grant that the Village procured for the construction of the wastewater treatment plant in 1980. The plans for the wastewater treatment plant indicated an Environmental Protection Agency (EPA) project number C263261. After further research, specific information was not located. However, it is noted that in the late-70's, the USEPA was providing significant grants to communities with point-source pollution. Prior to the WWTP being constructed, the sewage was not adequately treated before outleting into the Huron River. It is suspected that the EPA grant provided funds to reduce this point-source pollution.

Because of the nature of the sanitary sewer and water main extension through the 1981 Annexation Agreement area, it is unlikely that this project would qualify for similar EPA funding if it were available. Currently, there is not any evidence suggesting that this area is having a significant negative impact on the water quality of Mill Creek. If a future environmental issue drives the need for the public sewer to be extended, it is likely that the project may qualify for some funding through the state or federal government.

6. As requested, the condition of the roads within the 1981 Annexation Agreement area was evaluated and whether they would need to be replaced in the next five years. Currently, the roads within the 1981 Annexation Agreement area are in decent shape with the exception of Baker Heights Court. Baker Heights Court could potentially be replaced in the next 5 years due to the condition of the roadway. Bent Tree Drive, Sandfield Ct, Boenaro Ct, and Millview Ct may need rehabilitation in 5 to 10 years. Portions of Shield Road and Parker Road could also be replaced in 5 to 10 years depending on maintenance of the roadways and the extent of commercial truck and school bus use. Finally, Baker Road, Shield Road adjacent to the school, and portions of Dexter-Chelsea Road would likely not need replacement for 10+ years.

Should the Village pursue the construction of sanitary sewer and water main throughout the 1981 Annexation Agreement area, some value engineering options could be considered. This includes using temporary sheeting in the areas of deep excavation to minimize roadway impact. The sheeting would be installed near the roadway to support the existing roadway while the sanitary sewer is constructed. Another option is relocating the sanitary sewer within easements outside the road right-of-way and influence of the pavement. While both these options will lend to additional costs in other areas (i.e. sheeting and easement purchases), the costs of reconstructing the roadways would be saved. These types of value engineering considerations would typically be performed at the time of a preliminary design and may provide some cost savings.

7. We were asked to evaluate whether or not any cost savings could be realized if the sanitary sewer were relocated so that it would run along Mill Creek, as opposed to some areas within the Shield Road and Bent Tree Drive rights-of-way, particularly considering that the impoundment behind the Mill Creek Dam is proposed to be removed. The sanitary sewer layout could be modified to extend behind Lot 70 and continue along Mill Creek. This could eliminate areas where the sanitary sewer in the Bent Tree Drive ROW was more than 25 feet deep, thus reducing the cost of the sewer and the impact to the roadway. Sanitary services for parcels labeled as 44, 45, 54-57, and 67-70 would be serviced through the rear yards. However, a pump station would still be required as there would not be sufficient grade to allow for a gravity sanitary sewer to reach the

wastewater treatment plant. With the above in mind, the savings for relocating the sanitary sewer, including contingencies and engineering costs, could amount to approximately \$300,000, excluding the costs of any necessary easements.

8. OHM reviewed the potential cost savings if the school's sanitary sewer system could be utilized as part of this project. Our understanding was that the 1999 Village/School Utility Agreement between the school district and the Village states that the force main is only for the school's use. If this agreement were revised, it is possible that the Village could use the existing force main that was installed by the school. The existing force main would have to be analyzed to verify that it has sufficient capacity for the parcels within the annexation area in addition to the school sanitary flows. Preliminary indications suggest that this capacity does not exist. Therefore, the two pump stations would have to be coordinated, so that they would operate on opposite cycles (i.e. the pumps do not operate at the same time). Only minimal savings are realized, as using the existing force main would only reduce the current estimate by approximately \$10,000.
9. Finally, we were asked to address a low-pressure sewer option to service these parcels. A low-pressure sanitary sewer involves each parcel having a grinder pump installed that will pump the sewage into a low-pressure force main. The grinder pumps continue to pump and push the sewage through the force main toward the outlet. A low-pressure sewer is generally less expensive to install than traditional gravity sewer, as the force mains are only 5 – 6 feet deep and can be installed using trenchless technologies. They also tend to have less infiltration into the system. However, a low-pressure system has higher maintenance costs with each home having their own grinder pump that would be maintained by either the Village or property owner. In addition, the cost to operate these pumps and the system as a whole is higher than a gravity system.

A low-pressure sanitary sewer option was not considered during the design after discussions with the Village that this type of system would not typically be considered. We could prepare a more detailed estimate of these installation costs, but would expect that it is significantly lower than the gravity sewer option. If this was to be considered, we would recommend that a life-cycle cost analysis be performed to include installation, operation, and maintenance costs.

We hope that the above information will assist the Council in their consideration of this issue. Should you have any additional comments and/or questions, please feel free to contact us.

Very Truly Yours,
Orchard, Hiltz & McCliment, Inc.



Christine A. Cale, P.E.
Project Engineer

Donna Dettling

AGENDA 3-12-07

From: Jim Seta [jseta@villageofdexter.org]

ITEM L-1

Sent: Thursday, March 01, 2007 2:38 PM

To: Donna Dettling; John Hanifan; Allison Bishop; David Boyle; Jim Carson; Paul Cousins; Donna Fisher; Shawn Keough; Joe Semifero; Ray Tell

Cc: Lisa Allmendinger; Kate Collins; Gil Campbell

Subject: Fw: Gordon Hall finances

Council and Staff,

I wanted to make you aware of a meeting regarding the Gordon Hall property. Please see the letter below from Gil Campbell. Please let Gil know if you can attend.

Over the course of the past couple months I met with Kate Collins and John Thorhauer from UMRC regarding the potential opportunity for UMRC to purchase the entire Gordon Hall parcel. In my opinion it would benefit the community in many ways. Some of the top items are below.

1. Gordon Hall would be preserved for life
2. The Dexter Area Historical Society and Museum can now formulate a master plan for the property
3. The development agreement between UMRC and the Village would be much "cleaner"
4. Potential future ROW rights for the viaduct

Kate Collins and I agreed this opportunity will be discussed at our council meeting on March 12, 2007. I look forward to finding a long term resolution to the financial stability of Gordon Hall.

Regards,
Jim Seta
President, Village of Dexter

----- Forwarded Message -----

From: Gil Campbell <gcampbell@annarbornews.com>

To: Jim Seta <jseta@villageofdexter.org>; Charles Nielsen <cnielsen@twp.scio.mi.us>; John Kingsley <jkingsley@twp.webster.mi.us>

Cc: Kate Collins <kate@umrc.com>; Paul Bishop <bisins@yahoo.com>; Paul Cousins <millpond89@comcast.net>; Nina Rackham <Ndrackham@aol.com>

Sent: Wednesday, February 28, 2007 3:56:55 PM

Subject: Gordon Hall finances

Jim Seta, Charles Nielsen and John Kingsley,

I am sorry to be communicating this by email, however, it is fast and efficient. The Gordon Hall Management Committee met this past Saturday and one of the topics was to try and communicate better with the Village and Townships regarding our financial status. For the past year, it seems all we have done is put out fires. Now, there appears to be a possibility that we could receive help in paying off our mortgage. If this were to come to fruition, we could actually start working on a master plan, send out Request for Proposals and have some money to get started on the restoration everyone has been waiting for. That is provided all the pledges and commitments are fulfilled.

3/2/2007

We would like to request a meeting with the Dexter Village Council, Scio Township Board of Trustees and Webster Township Board of Trustees to discuss the original agreements from when the DAHS was putting together the bid package for Gordon Hall. It is vitally important that we receive these monies from pledges and PUD's to take this project from a vision to an achievement the entire Community can take pride in.

We tentatively have reserved the Scio Township meeting room for Monday, March 19 @ 7:30 P.M. for the purpose of re-affirming the financial commitments made to the Society back in 2005. Please invite your Board/Council and any other groups necessary to make some decisions. Please RSVP to me by 3:00 P.M. Friday and also let me know about how many will be in attendance as Kate Collins from UMRC has volunteered to bring refreshments.

Thank you very much for your continued support of Gordon Hall.

Gil Campbell
President Dexter Area Historical Society & Museum

3/2/2007

AGENDA 3-12-07

ITEM L-2

SEMCOG . . . Local Governments Advancing Southeast Michigan

Southeast Michigan Council of Governments • 535 Griswold Street, Suite 300 • Detroit, Michigan 48226-3602 • 313-961-4266 • Fax 313-961-4869
www.semco.org

February 23, 2007

Donna Dettling, Manager
Village of Dexter
8140 Main Street
Dexter, MI 48130-1092

Dear Manager Dettling:

Thank you for your membership and your continued support and involvement in SEMCOG. We enjoy working with you and your staff ...doing together what we can't do alone. With the renewal of your membership for the 2007 calendar year, you will continue to receive important benefits including:

- Access to individualized analysis of local growth and development trends to help your local decision-making process;
- An opportunity to impact regional decisions that affect your community such as transportation and air and water quality;
- A strong advocate for Southeast Michigan with state and federal legislators and agencies for the good of the region and our citizens;
- Training for elected officials on a variety of topics important to the future of Southeast Michigan;
- A vast array of information on communities working together to provide services to residents; and
- A forum to discuss and address local concerns.

Enclosed is a special membership edition of *Regional Update*, SEMCOG's biweekly newsletter to members, outlining some of the tangible benefits of your SEMCOG membership. Also find the 2007 meeting calendar and the "Experience SEMCOG" brochure to help you get the most out of your membership.

For more information on making your SEMCOG membership work for you, visit www.semco.org, or contact Amy Malmer at 313-961-4266 or by e-mail at malmer@semco.org.

It is an honor to serve your community. Please let us know if there are ways we can better meet your needs.

Sincerely,



Paul Tait, CAE
Executive Director



MEMO

Southeast Michigan Council of Governments
535 Griswold, Suite 300
Detroit, MI 48226
(313) 961-4266
Fax (313) 961-4869
www.semco.org

January 29, 2007

TO: VILLAGE OF DEXTER

FROM: Paul E. Tait, Executive Director

SUBJECT: 2007 Designated Management Agency Service Fee

The partnership of SEMCOG and Designated Management Agencies (DMAs) continues to effectively and efficiently support the clean water mission in Southeast Michigan. As you know, SEMCOG's water quality work, furthering the implementation of the *Water Quality Management Plan for Southeast Michigan*, is funded by DMA service charges, and has been since 1975.

The enclosed background paper provides a list of the specific activities undertaken by SEMCOG in total or in part through DMA funding. The paper also explains the history of water quality management arrangements in Southeast Michigan.

Again this year, there will be no increase in the total DMA service charge, which will remain at \$290,000, as it has since 1986. Your community's DMA service charge for 2007 is **\$110**. (The formula for determining this fee is also included for your reference.)

Your DMA service charge check should be made out to the Southeast Michigan Council of Governments and returned with the blue copy of the invoice. If you have any questions regarding your 2007 service charge, please contact Bill Parkus of SEMCOG's Environmental Programs at (313) 961-4266.

Enclosures

Calculation of Designated Management Agency Service Charge

The calculation used for determining the DMA service charge is as follows:

$$\frac{\text{DMA Sewage Flow}}{(\$290,000) \times (0.8) \times (\text{Regional Wastewater Flow}) = \text{Service Charge}}$$

The charge is based on your 2005 wastewater flow of 17,781,565 cubic feet. The regional wastewater flow for 2005 was 37,565,146,093 cubic feet.

Based upon the above formula, your service charge for the twelve-month period, January 1st through December 31st, 2007 is \$110. (Please refer to attached invoice.)

Should you have any questions regarding this information, please contact SEMCOG's Environmental Programs area at (313) 961-4266.

Attachment

SEMCOG
Southeast Michigan Council of Governments
535 Griswold Street • Suite 300 • Detroit, Michigan 48226
(313) 961-4266 • FAX (313) 961-4869

Sales Order #: 36

Village Of Dexter
 8140 Main St.
 Dexter, MI 48130

Invoice Date

LOCAL-A

01/02/2007

01/02/2007

Invoice Amount \$110.00

DESIGNATED MANAGEMENT AGENCY SERVICE CHARGE FOR THE PERIOD
 JANUARY 1, 2007 TO DECEMBER 31, 2007

*****Please retain white copy of invoice for your records*****

*****Please submit blue copy of invoice along with your payment*****

Membership Fee \$110.00

Balance Due \$110.00

SEMCOG

Activities on behalf of the Southeast Michigan Designated Management Agency Program

Activities for 2007

- Continue maintenance of the regional database on current and future sewer service areas to ensure accurate population and employment forecasts.
- Work with the Michigan Department of Environmental Quality (MDEQ) to ensure that the state sanitary sewer overflow policy is implemented in a cost effective manner.
- Work with regional and local water and sewer providers to ensure that revenues reflect the true cost of providing water and sewer service and that costs are fully disclosed to customers.
- Work with local governments and the Michigan Legislature to reduce the uncertainty surrounding local government user fees to fund essential services.
- Provide technical assistance to local governments in the watershed planning process concerning federal Storm Water Phase II National Pollutant Discharge Elimination System (NPDES) permits.
- Work with MDEQ and other stakeholders across the state to reduce the introduction of phosphorus into the waters of the state.
- Work with MDEQ and local government stakeholders on advancing asset management practices for water and wastewater utilities.
- Continue collaboration with the Southeast Michigan Partners for Clean Water on a municipal training program to teach storm water best management practices to municipal employees.
- Continue water quality outreach activities under the "Our Water. Our Future, Ours to Protect." campaign to assist Phase II communities in meeting public involvement and education requirements of their permits.
- Assist Macomb, St. Clair, and Oakland Counties and local communities in moving forward together on watershed management issues affecting Lake St. Clair. This includes:
 - improving environmental monitoring activities in the watershed,
 - establishing a real-time drinking water monitoring system along the St. Clair Waterway, and
 - Siting new septage disposal facilities in Macomb and St. Clair Counties.

- Work with the Great Lakes Commission and state, federal and local government partners to integrate modeling, monitoring and observing systems in the Lake St. Clair Watershed between Lake Huron and Lake Erie.
- Work with local and county partners in Macomb, St. Clair and Oakland Counties to implement the St. Clair River and Lake St. Clair Comprehensive Management Plan.
- Provide local land use decision makers with the tools necessary to implement low impact development (LID) practices in Michigan. This will be achieved by developing a statewide LID manual and facilitating implementation through networking and workshops.

Ongoing Activities

The activities listed below are part of the ongoing process to implement the *Water Quality Management Plan for Southeast Michigan*.

- Monitor and assess state and federal water quality legislation for impacts to Designated Management Agencies.
- Advocate for legislation and regulations consistent with the policies in the *Water Quality Management Plan for Southeast Michigan*.
- Continue to hold forums with the Southeast Michigan Sewer Service Providers to provide input on important water and sewer infrastructure issues of concern to service providers across the region.
- Continue to work with the state to secure additional funding for local water and sewer infrastructure needs.
- Represent Southeast Michigan communities in discussion with state and federal regulatory agencies as regulations and guidelines are proposed.
- Promote implementation of the *Water Quality Management Plan for Southeast Michigan* with local, state, and federal governments and organizations that have water quality responsibilities.
- Ensure the implementation of the Detroit Water and Sewerage Department's (DWSD) 50-year master plan reflects both the policies in the *Water Quality Management Plan for Southeast Michigan* and local government interests and concerns.
- Assist local governments in developing programs/tools for water quality protection.

- Review, comment, and provide technical assistance on proposals for state and federal assistance in Southeast Michigan.
- Participate on regulatory agency workgroups on issues effecting local governments.

Background

The Federal Water Pollution Control Act set forth national clean water goals to be achieved through planning and management on the part of individual states and communities. The act also required the preparation of an areawide water quality management plan. The Governor of Michigan designated SEMCOG as the agency to do this planning and its related activities for the seven counties of Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne.

To meet the requirements of the act, SEMCOG developed the *Water Quality Management Plan for Southeast Michigan* (Plan). The Plan identifies specific actions the region must take to improve and protect the quality of its water. In addition, the Plan identifies a mechanism for financing water quality management, and defines a structure of management agencies – Designated Management Agencies – assigned responsibility for Plan implementation.

A Designated Management Agency (DMA) is an agency or community which has responsibilities related to the goal of achieving clean water in Southeast Michigan. Among these responsibilities is payment of a service charge to support SEMCOG's continuing areawide water quality management planning activities. Eighty percent of this service charge is based on sewage flow for DMAs that own or operate wastewater treatment plants or collection systems. The other 20 percent of the cost is divided among each of the seven counties and the City of Detroit according to the size of their land area relative to the area of the region.

Benefits of the DMA Program

The DMA Program provides funding for SEMCOG's water quality activities. These activities reflect SEMCOG's implementation efforts of the *Water Quality Management Plan for Southeast Michigan*. Below are examples of the activities that the DMA Program supports to address the diverse water quality challenges that local governments face today.

Sewer funding: SEMCOG continues to work with MDEQ to improve the low-interest loan programs to make them more favorable to local governments. We were successful in securing legislation to create a new grant program to provide assistance in developing an application to the Clean Water State Revolving Fund (SRF) loan program.

User charges: User fees imposed by local governments to fund essential government services, including water and sewer fees, are continually exposed to court challenges as disguised taxes under the *Bolt v City of Lansing* Supreme Court decision. SEMCOG is working with Southeast Michigan communities, local government organizations, and the Michigan Legislature to develop legislation that will reduce the uncertainty local governments currently face when using fees to fund essential services.

SSO policy: SEMCOG continues to work closely with Southeast Michigan communities and MDEQ to ensure that implementation of the state sanitary sewer overflow (SSO) policy provides communities adequate opportunities to meet the public health and environmental protection goals of the policy in the most cost effective manner.

Storm water management: In March 2003, more than 160 communities in Southeast Michigan were required to apply for a Phase II Storm Water Permit. Today, SEMCOG is providing technical assistance and support to numerous communities working in more than 20 different watershed groups as they struggle to meet their permit requirements. This assistance includes sponsoring workshops on alternative storm water techniques, assistance in meeting the public education and involvement planning requirements of the Phase II permit, assistance in developing environmental protection ordinances, and improving water quality monitoring efforts. Success in storm water management is critical in light of the major progress and expenditure already made in wastewater treatment.

Southeast Michigan Partners for Clean Water: SEMCOG established the Partners to coordinate storm water public education requirements, to help save local dollars, and to provide the public with consistent water quality protection messages. These messages are intended to be action-oriented with the primary goals of protecting water resources and meeting permit requirements. The Southeast Michigan Partners for Clean Water includes representatives from various counties, communities, watershed councils, the private sector, and water quality professionals in Southeast Michigan.

The Southeast Michigan Partners for Clean Water operate the successful water quality outreach campaign entitled "Our Water. Our Future. Ours to Protect. — Seven Simple Steps to Clean Water." The campaign consists of traveling displays, posters, tip cards, public service announcements, and a myriad of hand-outs to carry the message of the public's role in protecting water resources.

The Southeast Michigan Partners for Clean Water are in the process of implementing a municipal training program to teach storm water best management practices (BMPs) to municipal staff – management/decision-makers and general staff. During the course of the 2007, the program will address the topics of Landscaping Practices and Street Maintenance.

The Phase II stormwater permit regulations require training and inspection procedures for staff and contractors employed by the permittee. Training would be done through several options including:

- Easy-to-read factsheets covering the various BMPs,
- Slide presentations, and
- Topic specific workshops.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: March 12, 2007
Re: Consent to Entry on License

AGENDA 3.12.07
ITEM L-3

The Village's attorney and Dexter Community School District's attorney have reviewed the attached "Consent to Entry on License" agreement. The DCS Board gave authorization at their February 5, 2007 Board meeting to enter into this agreement contingent upon legal review.

Village Council needs to authorize entering into this agreement as well. Please make a motion to enter into this agreement.

As you may recall this document was created by the Village's attorney. The only changes made by the School's attorney: increase general liability from \$1 million to \$1.5 million, which was not a problem with MMRMA. The School's attorney also asked for reference to licensor in the 4th paragraph on page 2, which reads: "The making, delivery and execution of the Agreement by the Licensee and by the Licensor has been induced by no representations, statements, warranties or agreements other than those expressed herein."

Dan Whalen of William's & Works is securing the appropriate permits from MDEQ for a test well. The plan is to drill late March or early April time frame.

CONSENT TO ENTRY ON LICENSE

THIS AGREEMENT made this _____ day of _____, 2007, between the DEXTER COMMUNITY SCHOOL DISTRICT, a Michigan Municipal Corporation, of 7714 Ann Arbor Street, Dexter, Michigan, 48130, hereinafter referred to as Licensor, and the VILLAGE OF DEXTER, a Michigan General Law Village, of 8140 Main Street, Dexter, Michigan, 48130, hereinafter referred to as Licensee.

The Licensor grants to the Licensee a license to enter upon the following described premises for the purpose of making surveys, drillings, measurements, examinations, tests, soundings and borings, and taking photographs or samplings, appraising the property, conducting environmental inspections, and determining whether the property is suitable as a site for a municipal well, water plant, pipes, and system. This consent and license is non-exclusive and Licensor may grant other licenses, leases, or other rights to any other person. Provided however, the Licensor represents that they have the right to grant this license and right of entry, and that this grant does not violate any term or provision of any mortgage, development rights agreement, lease, bond, restrictive covenant, or other agreement with any third party.

It is understood that this Agreement creates a license only and that the Licensee does not have and shall not claim at any time any interest or estate of any kind or extent in the premises by virtue of this license or the use of the premises. The parties acknowledge that this consent is given under the terms and provisions of Public Act 87 of 1980, as amended. The entry shall be made upon reasonable notice and reasonable hours. The entry made pursuant to this consent shall not be construed as a taking of any interest in the Licensors property.

This Agreement expressly limits the Licensee to test in three pre-approved locations. In the event that the first location does not satisfy the needs of the Licensee, representatives of both parties shall agree on the location of the second test site prior to entry upon and testing of the Licensors site. If there is a need for a third test site selection, both parties shall agree on the third test site location prior to any entry upon and testing of the Licensors site.

The term of this license and right of enter shall commence as of the date of this

Agreement and terminate one hundred fifty (150) days subsequent. Time is of the essence of this agreement.

The Licensees agents, attorneys, surveyors, engineers, and employees, may enter the premises together with their vehicles and equipment for the purposes set forth herein.

The Licensee shall indemnify the Licensor against all claims for damage to property or injury to the third persons resulting or arising from the entry, testing, drillings, borings, inspections or activities authorized hereunder. For this purpose, the Licensee shall cause a policy of general liability insurance to be issued insuring the premises and the Licensor as named insured in an amount not less than ONE MILLION FIVE HUNDRED THOUSAND and no/100 DOLLARS (\$1,500,000.00) during the term of the Agreement.

The Licensee shall not assign its rights under this Agreement without the express written consent of the Licensor.

The making, delivery and execution of this Agreement by the Licensee and by the licensor has been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties, relating to the subject matter. This instrument may be amended or modified only by an instrument of equal formality signed by the duly authorized officer of the Village of Dexter and the licensor. The Licensee agrees to make restitution for actual damage resulting from the entry, disturbance of buildings and below-ground lines (whether apparent or not) and other structures, except that actual damage shall be limited and restricted as defined and used in Subsection (2), Section 4, of Public Act 87 of 1980, as amended.

The Licensee acknowledges that it enters upon the premises with full knowledge of the uncertain conditions of the property and that it assumes sole and entire responsibility for any loss of life or injuries to persons or property that may be sustained to its agents, attorneys, employees, engineers, and contractors.

The Licensee shall deliver copies of all surveys, measurements, drillings, examinations, tests, photographs or samplings, appraisals of the property, and environmental inspections to Licensor as they are performed, without expense to Licensor.

Licensors consent to reasonable invasive procedures to the structure and site. The parties agree that neither shall advise any other person of the contents of said inspections and findings or any part thereof without the prior written consent of the other party; provided, however, that either party may furnish a copy of said reports to any consultant engaged or commenting upon the results of said study, or if required by valid legal process. It is further agreed that Licensor shall be responsible for determining whether any legal responsibility exists to inform any person or entities of the condition of the property, and if so, to make such report.

On or before the expiration of this Agreement, Licensee shall remove any and all of its equipment from the premises and restore the premises to the condition existing immediately prior to such entry, reasonable wear and tear and damage not caused by Licensee excepted.

Licensors and Licensee acknowledge and agree that the purpose of this Agreement is to allow Licensee to assess the suitability of the premises for the installation of a municipal well and related improvements and does not grant Licensee any possessory or other rights except as expressly set forth herein. The granting of this Agreement by Licensor in no way obligates Licensor to lease the premises to Licensee or otherwise allow Licensee to install and/or maintain a municipal well and related improvements on the premises.

The premises, which are the subject of this license and consent, are located at
2200 North Parker Road, Dexter, Michigan 48103.

Tax Code No. H-08-07-200-009.

IN WITNESS WHEREOF, the parties have set their hands hereto.

VILLAGE OF DEXTER
A General Law Village

DEXTER COMMUNITY SCHOOL DISTRICT
A Michigan Municipal Corporation

By: JAMES SETA
Its: President

By: _____
Its: President

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: March 12, 2007
Re: Design Standard Engineering Service Agreement

AGENDA 3-12-07
ITEM L-4

Attached is a standard Engineering Service Agreement from Jones & Henry Engineers, LTD. The whereas statements on page one identify the preliminary services to be performed by Jones & Henry. As indicated in these statements design services for an equalization basin will proceed if directed after preliminary design clarifies the need for the equalization basin.

A preliminary engineering scope of work with detail is attached for your review.

Staff recommends entering into the "Design Standard Engineering Service Agreement" and accepting the Preliminary Engineering Scope of work not to exceed \$13,500.

DESIGN STANDARD ENGINEERING SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the Village of Dexter, Michigan, through the _____, duly authorized by _____ through No. _____, passed on the day of _____, 2007 hereinafter called "OWNER," and Jones & Henry Engineers, Ltd., with offices at 2000 West Central Avenue, Toledo, Ohio 43606, hereinafter called "ENGINEER,"

WITNESSETH:

WHEREAS, OWNER intends to have designed a wastewater equalization basin facility at its wastewater treatment plant, if directed after preliminary design engineering, (hereinafter called the "Project"); and

WHEREAS, The OWNER desires a preliminary design phase before a final design phase of the equalization basin is proceeded upon in which, the preliminary design reviews current data to clarify the need for the equalization basin.

WHEREAS, OWNER and ENGINEER want to establish a basis of performance and compensation for those services performed by ENGINEER and authorized by OWNER.

NOW, THEREFORE, OWNER and ENGINEER, in consideration of their mutual covenants, herein agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in the Design Phase of the Project as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, environmental, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto.

1.1.2. Under the preliminary design phase, review current and future sanitary sewer connections and summarize the data, review SRF Project Plan, land use maps, wastewater treatment plant data, meet with MDEQ and the Village, develop a strategy and select a path for the SRF Project Plan and equalization basin; under the final design phase, coordinate the geotechnical data and survey to provide plans and specifications for an equalization basin; obtain necessary permits, obtain bids, and provide a bid recommendation. Permit costs to be paid by the Village. The preliminary design phase shall be approximately 45 days. The final design phase, if authorized, shall be approximately nine months.

1.2. N/A.

1.3. Preliminary Design Phase.

ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.3.3. Prepare Preliminary Design documents consisting of final design criteria, and a written description of the Project.

1.3.4. Advise OWNER if additional data or services of the types described in Paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.5. Reserved

1.3.6. Furnish five copies of the above Preliminary Design documents and present and review them with OWNER.

1.4. Final Design Phase.

ENGINEER shall:

1.4.1. On the basis of the accepted preliminary design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and of the Drawings and Specifications and present and review them with OWNER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. General.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in Paragraphs 2.1.1. through 2.1.14., inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Section 1; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent, or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering, and customary architectural design incidental thereto); and providing data or services of the types described in Paragraph 3.4. when OWNER employs ENGINEER to

provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.4.

2.1.8. Services resulting from changes in the number of prime contracts from that identified in Section 1.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance and materials in connection with bidding, bid protests, rebidding, negotiating, or renegotiating contracts for construction, materials, equipment, or services.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and providing other special field surveys.

2.1.12. N/A.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER as may be required in any litigation, arbitration, or other legal or administrative proceeding involving the Project.

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall (except to the extent provided otherwise herein):

- 3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expansability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following:
 - 3.4.1. Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys and laboratory tests.
 - 3.4.2. Appropriate professional interpretations of the foregoing.

- 3.4.3. Environmental assessment and impact statements.
- 3.4.4. Property, boundary, easement, right-of-way, topographic, and utility surveys.
- 3.4.5. Property descriptions.
- 3.4.6. Zoning, deed, and other land use restrictions.
- 3.4.7. Other special data or consultations not covered in Section 2.

All of which ENGINEER may use and rely upon in performing his services under this Agreement.

- 3.5. N/A.
- 3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.
- 3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
- 3.10. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.
- 3.11. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Final Design Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design of the Project including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided elsewhere in this Agreement, and if such dates are exceeded through no fault of ENGINEER, all rates, measures, and amounts of compensation provided herein shall be subject to equitable adjustment.
- 4.2. ENGINEER shall submit preliminary design documents and a revised opinion of probable Total Project Costs.
- 4.3. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project.
- 4.4. ENGINEER's services under the Project shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.
- 4.5. If OWNER has requested significant modifications or changes in the general scope, extent, or character of the Project, the time of and fee for performance of ENGINEER's services shall be adjusted equitably.
- 4.6. If ENGINEER's services for the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.
- 4.7. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed

concurrently, and the provisions of Paragraphs 4.3. through 4.6., inclusive, will be modified accordingly.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1. An amount equal to ENGINEER's Payroll Cost times a factor of 2.25 for all Basic Services rendered by principals and employees engaged directly on the Project.

5.1.1.2. N/A.

5.1.1.3. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Basic Services, the amount billed to ENGINEER therefor times a factor of 1.1.

5.1.1.4. N/A.

5.1.1.5. Notice of Relationship of Payments to Estimated Total Compensation. If it becomes apparent at any time before Basic Services to be rendered under this Agreement are completed that the total amount of compensation to be paid to ENGINEER on account of Basic Services pursuant to Paragraph 5.1.1. will exceed ENGINEER's estimate of the amount which is applicable to the services rendered, OWNER and ENGINEER shall review the matter of compensation for such Basic Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER under this Agreement so that total compensation for such Basic Services will not exceed said estimated amount when such services are completed. ENGINEER's estimate of the total amount that will become payable for Basic Services pursuant to Paragraphs 5.1.1.1. through 5.1.1.3. inclusive, and 5.1.3, is \$13,500.

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General - For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to Paragraph 2.1., on the basis of ENGINEER's Payroll Costs times a factor of 2.25.

5.1.2.2. Professional Associates and Consultants - For services and reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to Paragraph 2.1., the amount billed to ENGINEER therefor times a factor of 1.1.

5.1.2.3. N/A

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services times a factor of 1.1.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly invoices.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of one percent per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due him for services, expenses, and charges.

5.3.2. In the event of termination by OWNER under Paragraph 7.1., upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's Payroll Costs times a factor of 2.25 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all expenses directly attributable to termination.

5.4. Definitions.

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive), including overtime if required for the performance, paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, and other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. The amount of customary and statutory benefits of all personnel of ENGINEER will be considered equal to 35 percent of salaries and wages. It is understood that overtime requiring premium pay will be used only when necessary to meet schedules and program objectives established and approved by OWNER.

5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project-related items. In addition, Reimbursable Expenses include expenses incurred for computer times and other highly specialized equipment, including an appropriate charge for previously established programs, and expenses of photographic production techniques.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

6.1.1. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of services to be provided by others to OWNER. Construction Cost is one of the items comprising Total Project Costs.

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Construction Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in Paragraph 3.9.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

7.2.1. All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of services in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER AND ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.4. Controlling Law.

7.4.1. This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.5. Successors and Assigns.

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by Paragraph 7.5.2. the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law, and except ENGINEER may transfer its rights and interests to a successor company that has substantially the same ownership. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall

prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist him in the performance of services hereunder.

7.5.3. Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6. It is understood and agreed that, in seeking services of ENGINEER under this Agreement the OWNER may request ENGINEER to undertake some uninsurable obligations for the OWNER's benefit in advising, requiring, or obtaining of any form of insurance, suretyship, or bond. Therefore, if OWNER makes such request of ENGINEER, the OWNER agrees to hold harmless, indemnify, and defend ENGINEER from and against any and all claims, losses, damages, liability, and cost, including but not limited to costs of defense, arising out of or in any way connected with advising, requiring, or obtaining of any forms of insurance, suretyship, or bond, or failure to do so.

7.7. In addition to the indemnity provided under other paragraphs of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. A Hazardous Environmental Condition is defined as the presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

7.8. OWNER shall require the Contractor to the fullest extent permitted by Laws and Regulations, to indemnify and hold harmless ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be

liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity. The indemnification obligations of Contractor shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1. This Agreement is subject to the following special provisions:

8.1.1. OWNER hereby agrees that, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants, and any of them, to OWNER and anyone claiming by, through, or under OWNER for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents, or ENGINEER's Consultants, or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement.

8.2. The following Exhibit(s), if any, are attached to and made a part of the Agreement:

8.2.1. Letter of March 1, 2007 detailing the Preliminary Engineering Scope.

8.3. This Agreement (consisting of Pages 1 to 13, inclusive) and any Exhibit(s) identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit(s), if any, may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

WITNESS: VILLAGE OF DEXTER, MICHIGAN

_____ By _____

WITNESS: JONES & HENRY ENGINEERS, LTD.

Regina M. Belsky By Henry J. Ammi
Vice President

Regina M. Belsky By Joseph A. [Signature]
Officer

Approved as to Form and Content

By _____
Attorney

CERTIFICATE

The undersigned Fiscal Officer of the _____

does hereby certify that all the amounts required to meet the attached Agreement for payment of professional services provided for in the said Agreement have been lawfully appropriated and authorized for said purposes and are in the Treasury of the OWNER, or are in the process of collection to the credit of an appropriate fund, free from previous and outstanding obligations.

By _____

Date _____



Jones & Henry Engineers, Ltd.

2000 WEST CENTRAL AVENUE, TOLEDO, OHIO 43606 • 419/473-9611
www.jheng.com FAX • 419/473-8924

March 1, 2007

Ms. Donna Dettling
Village Manager
8140 Main Street
Dexter, Michigan 48130-1092

Subject: Village of Dexter, Michigan
Equalization Basin – Preliminary Engineering Scope

Dear Ms. Dettling:

First of all, we greatly appreciate the Village's selection of Jones & Henry Engineers for your Equalization Basin project.

As discussed in the proposal and recent meetings, all parties agreed that existing conditions require review and summarization to clarify the needs for the Village.

Our initial review will include:

- Review two years of wastewater treatment plant data, SRF Project Plan, and current land-use maps.
- Review of existing Part 41 permits submitted to MDEQ, to obtain the projected connections already approved by MDEQ.
- Summarize the projected connections in relationship to build out and availability of sanitary sewers.
- Review new flow meter data, as it develops over the next month.
- Review future land-use maps, to obtain projected growth.
- After summarization, develop a strategy with the Village to discuss the current conditions in a meeting with MDEQ.
- Select a path to modify the SRF Project Plan, as it relates to the construction of the equalization basin.

We estimate our preliminary engineering reviews fee at \$13,500 and expect the review to be completed in approximately 45 days.

Included, is an Engineering Agreement which includes the preliminary engineering and provides contract language for final design services, once determined, in accordance with our proposal.



Jones & Henry Engineers, Ltd.

Ms. Donna Dettling
March 1, 2007
Page 2

Thank you again for this opportunity to work with the Village of Dexter on this important project.

Sincerely,

JONES & HENRY ENGINEERS, LTD.

A handwritten signature in black ink, appearing to read 'Dan W. Miller', is written over the printed name.

Daniel W. Miller, P.E.
Director of Wastewater

DWM/cas
Enc.

c: Mr. Gregg J. Simon, w/enc.

Village of Dexter, Michigan

Preliminary Engineering

Principal Project Engineer Engineer Word Processing

Meetings

Initial	4	4		
MDEQ data review	8	8		
Owner review - Preliminary	4	4		
Owner review - Final	4	4		
MDEQ Meeting	8	8		

Data Review

Existing studies and land use	2	2	2	
Existing sanitary sewer maps	2	2	2	
WWTP data and flow meters	2	4	4	
Summarize conditions	2	6	8	4
Develop SRF and MDEQ approach	2	4	4	2
Document	2	6	8	4

subtotals	32	52	36	10
Rate/hr	<u>\$125</u>	<u>\$110</u>	<u>\$75</u>	<u>\$35</u>

Totals	\$4,000	\$5,720	\$2,700	\$350
Subtotal	\$12,770			

Mileage and Expenses

Total	\$730
Total	\$13,500